



**School District 622**  
NORTH ST. PAUL | MAPLEWOOD | OAKDALE

*Ready for tomorrow*

# SCHOOL BOARD MEETING

## Regular Meeting

**April 25, 2017  
6:00 PM**

**Board Members:**

Caleb Anderson, Director  
Theresa Augé, Director  
Amy Coborn, Chair  
Steve Hunt, Director  
Nancy Livingston, Treasurer  
Becky Neve, Clerk  
Michelle Yener, Vice Chair

**Superintendent:**

Christine Osorio

622 Education Center  
2520 East 12<sup>th</sup> Avenue  
North St. Paul, Minnesota 55109

*District Mission Statement:*

*We commit each day to develop and empower lifelong learners who thrive in diverse communities.*

**SCHOOL BOARD  
INDEPENDENT SCHOOL DISTRICT 622  
North St. Paul-Maplewood-Oakdale**

**Regular Meeting  
April 25, 2017  
6:00 PM**

**District Education Center, 2520 East 12th Avenue, North St. Paul**

**A G E N D A**

- I. Call to Order and Pledge of Allegiance**
- II. Approval of the Agenda**
- III. Achievement - Yener**
  - A. EXCEL Awards 7
- IV. Public Comment**

*An opportunity for public to comment on items pertaining to the agenda. Speakers shall complete a registration card, state their name and address, and will have between two and four minutes, depending on the number of speakers, to speak on an agenda topic. The Public Comment section of the meeting shall last no longer than thirty minutes.*
- V. Consent Agenda** 8

*The Consent Agenda consists of routine items that are acted on in a single, consolidated motion without Board discussion. Board members have the option of pulling items off the Consent Agenda if they wish to discuss them or consider them individually.*

***\*I recommend that the consent agenda items, listed below, be approved as presented.***

  - A. Minutes of March 28, 2017 Work Study Session 9
  - B. Minutes of March 28, 2017 Reflection Study Session 10
  - C. Minutes of March 28, 2017 Business Meeting 11
  - D. Minutes of April 11, 2017 Closed Session & Work Study Session 17

E. Routine Personnel	19
F. Bid Calendar	23
G. Bid Awards	24
H. Disbursements	34

## VI. Reports

A. Student School Board Representatives

B. Superintendent

C. Community Education - *Johnson*

1. Overview of Community Education Programs

*Director of Community Education Terri Johnson will provide an overview of District 622's Community Education programs and services. A short video will be shared, which captures the breadth of programs serving community members from Early Childhood through Senior Citizens, as well as participation data. Terri will share a few highlights including:*

*\*Needs assessment regarding how best to get the word out about Early Childhood Programs*

*\*District-aligned professional development for Adventure Connection staff such as CLR and ACES (Adverse Childhood Experiences)*

*\*Including elements of the District's strategic plan (such as service learning and career exploration) within youth programs*

*\*Preparing adults to become highly trained paraprofessionals in our schools through a partnership with Adult Basic Education*

*\*Expanding Meals on Wheels to serve Oakdale*

*\*Recruiting new members to serve on our Community Education Advisory Council*

## VII. Discussion

A. Business Office - *R. Anderson*

1. Addition of Policy E-097 (Uniform Grant Guidance Policy Regarding Federal Revenue Sources) 38

*Randy first shared this policy at the April 11 work session and a question was raised regarding language in the Payment portion of the policy. Since that discussion, Section 5)B. has been revised to hopefully bring some clarity to the section. Our current process of being reimbursed by federal grants is to submit for reimbursement after actual expenditures have already been paid. Having an approved UGG policy in place now provides the District an opportunity to apply for reimbursement in advance as long as we follow the specifics as outlined in 5)B. of the policy. In other words, the District may apply for reimbursement in advance as long as we know what the actual costs are and that we time receiving the reimbursement as close as possible to when we will actually be issuing the check for payment.*

*Revisions to the policy are indicated in blue. This will be the first formal reading of the policy with proposed action at the May 23 business meeting.*

## VIII. Action Items

### A. Business Office

1. Acknowledgement of Contributions - Neve 53

*\*I recommend that the list of contributions, with a year to date total of \$85,203.94 be accepted with appreciation.*

2. Award Bond Sale - R. Anderson 54

*We will be awarding the sale of the general obligation bonds at the April 25th meeting. Greg Crowe and Joel Sutter from Ehlers Financial will be selling the bonds that day and will be bringing the sale report to the board meeting.*

*A resolution will need to be approved which will award the sale, determine the form and details, authorize the execution, delivery,*

*registration and provide for the payment of the general obligation refunding bonds.*

*\*I recommend that the resolution awarding the sale, determining the form and details, authorizing the execution, delivery, and registration, and providing for the payment of general obligation alternative facilities refunding bonds, series 2017A be approved.*

B. Human Resources - Gray

1. Termination of Probationary Teachers 98

*Assessment of need, right sizing and budget cuts create a reduction in the number of staff required. Some of the staff on the list are reductions due to adjustments needed for a slight drop in student enrollment. There are a limited number of staff members that District administration has released due to performance issues. Probationary teachers typically make up the majority of the District's cuts.*

*\*I recommend that the Termination of Probationary Teachers as listed in the resolution be approved.*

2. Self-Funded Health Insurance 100

*The District is required to take its health insurance out to bid this year under legislation that requires districts to request bids every two years. The District got bids from a number of vendors with administration and the Insurance Committee recommending HealthPartners bid because of its cost, total cost of care, quality of service, and demonstrated partnership. This will allow the District to provide an average premium increase of \$1.8%.*

*\*I recommend that the contract for health/hospitalization insurance be approved.*

3. Onsite Clinic Administration 102

*Although the District is not required to go out to bid on the clinic, administration thought it wise to make sure that the cost and services provided were cost effective and on point with other market vendors. HealthPartners returned a bid that was significantly cheaper than other options and the fixed cost will not increase through June 30, 2019.*

*\*I recommend that the contract for onsite clinic administration be approved.*

4. Contract for Dental Insurance

103

*The District is required to go out to bid on dental insurance this year in accordance with state statute. Under this proposal, the plan benefits do not change and the premium stays the same. The proposed contract guarantees the composite rate of \$99.25 per month for a one year period July 1, 2017 through June 30, 2018.*

*\*I recommend that the contract for dental insurance be approved.*

C. School Board

1. Set Study Session

*In order to continue to move ahead with our facilities conversation and possible next steps, it is essential to have a group discussion regarding strategies and planning. I am proposing the addition of a work study session beginning at 5:15 p.m. on May 23 to accomplish this goal. I will prepare my presentation in a flipped format so you will have all the details in your hands prior to arriving for the work session.*

*\*I recommend that a work study session be held on May 23, 2017, at 5:15 p.m. in Room 206A of the District Education Center with the following agenda item: Facilities Master Planning.*

IX. Board Communications

**X. Future Board Meeting Dates**

A. May 23, 2017 Business Meeting 6:00 p.m. (Board Room)

### III. ACHIEVEMENT AWARDS, *presented by: Yener*

The School Board of the North St. Paul-Maplewood-Oakdale School District is proud of its students, citizens, and staff who demonstrate service “above and beyond” the call of duty. We are proud to recognize the following individuals:

Excellence in Community Education Leadership (EXCEL) Awards are presented to individuals and groups for their outstanding contributions to Community Education.

#### 1) Receiving the Community Contribution Award:

**Mike Boland**, nominated by Linda Napoli. Mike Boland plays a key role in helping the community access school buildings outside of school hours. Mike demonstrates the belief that our schools are community buildings. He goes above and beyond, including being responsive to facility issues or emergencies that occur in school buildings at night and on the weekends.

#### 2) Receiving the Community Educator Award:

**Clyde Doepner**, nominated by Terri Johnson & Jeannie Lanz. Clyde Doepner dedicated 47 years of his life to District 622’s Driver’s Education program, serving as an instructor and then the supervisor for the program until September of this year when he retired from the program. Clyde built a solid reputation for the program and we are so grateful for his passion and more than four decades of service.

#### 3) Receiving the Lifelong Learner Award:

**Phil Murphy**, nominated by Cheryl Gysbers. Phil Murphy has attended the Wood Carvers group at Gladstone 55+ Center for 7 years. As he perfected his woodworking skills, he began sharing his talents with others by answering questions, give carving advice, demonstrating a technique or share a tool or a pattern. Recently Phil has begun “downsizing” and has been gifting the program and other carvers with tools and patterns.

#### 4) Receiving the Community Education Youth Award:

**Arianna Weldon**, nominated by Tad Hagen. Over the last two years, Arianna, a District 622 graduate, has volunteered over 100 hours working with the youth of this community. She has planned and facilitated youth enrichment classes, taught sign language classes, and chaperoned youth field trips, all while attending college and working.

V. CONSENT AGENDA

The Consent Agenda is designed to expedite the handling of routine and miscellaneous official business of the School Board. The entire agenda may be adopted by the Board in one motion. The motion for adoption is not debatable and must receive unanimous approval. By request of an individual Board member, an item can be removed from the Consent Agenda and placed upon the regular agenda for consideration and action.

Therefore, the following resolution is recommended:

BE IT RESOLVED by the School Board of Independent School District No. 622 that Consent Agenda Items, V.A. through V.H., be approved as written, and a copy of the agenda items is attached to the minutes.

MOTION:

SECOND:

**INDEPENDENT SCHOOL DISTRICT 622  
NORTH ST. PAUL-MAPLEWOOD-OAKDALE SCHOOLS**

**WORK STUDY SESSION  
SCHOOL BOARD  
March 28, 2017**

Vice Chair Yener called the meeting to order at 4:33 p.m. with the following present: Vice Chair Yener, Clerk Neve, Treasurer Livingston, Directors Anderson, Augé, Hunt, and Superintendent Osorio. Absent: Chair Coborn.

Others present were: Randy Anderson, Mike Boland, and Kim Cavallaro.

In the audience: Rory Sanders, Jessica Cabak, and Peter Mau.

Osorio gave a brief update on building school budgets and the correlation of legislative funding.

R. Anderson and Operations, Health, Safety & Maintenance Supervisor Mike Boland presented the capital budget planning and long term facilities maintenance for 2017-2018 and board members. R. Anderson will give a report on the topic at the March 28, 2017 business meeting, followed by proposed action.

The meeting adjourned at 5:07 p.m.

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Clerk

Public notice for solicitation of bids, requests for quotes and requests for proposals are located on the ISD 622 website, [www.isd622.org](http://www.isd622.org).

**INDEPENDENT SCHOOL DISTRICT 622  
NORTH ST. PAUL-MAPLEWOOD-OAKDALE SCHOOLS**

**REFLECTION STUDY SESSION  
SCHOOL BOARD  
March 28, 2017**

Vice Chair Yener called the meeting to order at 5:08 p.m. with the following present: Vice Chair Yener, Clerk Neve, Treasurer Livingston, Directors Anderson, Augé, Hunt, and Superintendent Osorio. Absent: Chair Coborn.

Others present were: Randy Anderson, Mike Boland, and Kim Cavallaro.

In the audience: Rory Sanders, Jessica Cabak, and Peter Mau.

Board members shared reports from their various committees and news from recent events they have attended. Augé reported on a board engagement report which she has been working on and presented opportunities. She also reported on the Advisory Committee and Tartan Joint Powers; Livingston discussed the Education Omnibus bill; and Yener reported on the role of student board representatives and the board mentors that assist them.

The meeting adjourned at 5:50 p.m.

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Clerk

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**INDEPENDENT SCHOOL DISTRICT 622  
NORTH ST. PAUL-MAPLEWOOD-OAKDALE SCHOOLS**

**REGULAR MEETING  
SCHOOL BOARD  
March 28, 2017**

Vice Chair Yener called the meeting to order at 6:00 p.m. with the following present: Vice Chair Yener, Clerk Neve, Treasurer Livingston, Directors Anderson, Augé, Hunt, Superintendent Osorio, and Student Board Representative Larsen. Absent: Chair Coborn; and Student Board Representative Phoebe Ato.

Others present were: Keith Gray, Director of Human Resources; Randy Anderson, Director of Business Services; Terri Johnson, Director of Community Education, Peter Mau, Supervisor of Educational Programs; and Kim Cavallaro, Administrative Assistant.

The meeting opened with the Pledge of Allegiance led by Heather Sanders.

Yener mentioned that Coborn was ill and unable to be at the meeting.

Augé moved and Anderson seconded the following motion, which carried on a 6 - 0 vote:

THAT the agenda be approved as presented.

During the Public Comment portion of the meeting, Steve Dilger from Minnesota Pipe Trades addressed the Board with comments from the Bid Awards, specifically the Polar Arena Ice Systems.

The Consent Agenda was considered. Augé requested that Item IV.E., Bid Calendar, be removed for discussion. Livingston moved and Anderson seconded the following resolution, which carried on a 6 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the following Consent Agenda Items, IV.A. through IV.D., and Item IV.F., be approved as written, and a copy of the agenda items is attached to the minutes.

Augé requested clarification on the Bid Calendar, asking about the number of buses being put out for bid. Augé moved and Livingston seconded, the following resolution, which carried on a 6 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the following Consent Agenda Item, IV.E., be approved as written, and a copy of the agenda item is attached to the minutes.

North High Student Board Representative Shelby Larsen reported on the following items: Winter sports are ending with highlights including a student winning sections and placing fourth overall in state; boys swimming had a few athletes participate in state; the North/Tartan combined girls hockey team won the Class AA Sportsmanship Award; Northern Lights Show Choir traveled to Janesville for a competition and to Cincinnati for nationals during spring break; North hosted a college fair; Spring sports are beginning with baseball, adaptive bowling, boys and girls golf, lacrosse, softball, tennis, and track; Student Council's Teddy Drake became Capital Division President; Mr. North High, a boys talent show, is being planned; and NHS is planning a dodge ball tournament on April 4 at 7:00 p.m. with a championship game planned against the teachers.

Osorio shared news of the celebratory trips that students took place during spring break; specifically, a North High group that took a tour of Italy; Tartan High School Theatre's Club trip to London; Tartan Band went to Washington, D.C.; and North High Show Choir went to Illinois & Cincinnati. Osorio said that there are many activities going on over break and we remain thrilled for the opportunities and so glad when everyone comes home safely.

Osorio also touched on the topic of school district budgets and explained that when they are built, they are based on certain assumptions. She mentioned that with the events happening at the Capitol, funding to school districts may be changed which could affect school funding. She said that if any changes are made to funding, the district would need to make changes to the budget as well.

Robin Nelson and Bee Kong provided an American Indian update which recognized progress from past years; mentioned MCA proficiency scores in mathematics and reading; and discussed the partnership between the American Indian Parent Group and the American Indian Education Program.

Terri Johnson and Early Childhood and Family Programs Supervisor Heather Sanders shared a few highlights within District 622's program and services for early childhood learners. A video was presented which captured the essence of Early Childhood Family Education, Early Childhood Screening, and District 622 Preschool.

R. Anderson presented a report on the 2017-2018 capital budget, which he stated would be presented for action later on in the meeting.

Hunt moved and Neve seconded the following resolution, which carried on a 6 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the School Board accept with appreciation the following contributions and permit their use as designated by the donors.

<u>Donor</u>	<u>Item and/or Amount</u>	<u>Purpose</u>
Eagle Point Parent Group	\$8,601.48	Eagle Point Elementary for field trips, school technology, curriculum and equipment

Trader Joe's - Woodbury	Flowers (valued at \$49.90)	Tartan National Honor Society Sweetheart Dance
Christa Waymire	\$75.00	John Glenn Creed program
City of Maplewood	\$2,150.00	North High Robotics Team
Daniel & Kristen Elo	Sweat pants (valued at \$35.00)	Castle Elementary
Gary Laska	\$135.00	Meals on Wheels
Joseph & Tamara Gilbert	\$45.00	Meals on Wheels
Ideal Credit Union	\$1,500.00	Meals on Wheels

Augé moved and Livingston seconded the following resolution, which carried on a 6 - 0 vote:

BE IT RESOLVED that the School Board of Independent School District No. 622 approve and adopt the 2017-2018 Capital Expenditure Budget as presented.

Neve moved and Livingston seconded the following resolution, which carried on a 6 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 as follows:

1. Bond Authorization. The School Board has determined that it is necessary and expedient to issue \$7,090,000 General Obligation Alternative Facilities Refunding Bonds, Series 2017A.
2. Sale. The District has retained Ehlers & Associates, Inc. in Roseville, Minnesota, as its independent municipal advisor for the Bonds. Ehlers is authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9). If the issuance of the Bonds, is approved, the School Board shall meet at the time and place specified in the Official Statement to receive and consider proposals for the purchase of the Bonds.

This is an excerpt of the resolution. The complete resolution is available for viewing in the Business Office located at the District 622 Education Center, 2520 E. 12<sup>th</sup> Avenue, North St. Paul, MN 55109.

Neve moved and Augé seconded the following resolution, which carried on a 6 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the additional work and extracurricular assignment portion of all teacher contracts be terminated effective June 30, 2017.

Neve moved and Anderson seconded the following resolution, which carried on a 6 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the criteria for discontinuance of positions effective for the 2017-18 school year shall be lack of funding; program reductions and curtailments; and reductions in student enrollments in specific grade levels, subject, and programs.

(Livingston left the room for a brief moment and was not present for the Policy Revision vote.)

Anderson moved and Neve seconded the following resolution, which carried on a 5 - 0 vote:

BE IT RESOLVED that the School Board of Independent School District #622 hereby revises the following policies:

E-081 (Strategic Plan)  
EM-020.19 (Student Disability Nondiscrimination)  
EM-020.20 (Student Sex Nondiscrimination - Title IX & Unlawful Sex Discrimination Towards a Student Report Form)

Anderson moved and Neve seconded the following resolution, which carried on a 6 - 0 vote:

WHEREAS, the North St. Paul-Maplewood-Oakdale Independent School District 622 provides an opportunity for all of its citizens to participate in district program communities, and

WHEREAS, the Indian Education Parent Committee of the North St. Paul-Maplewood-Oakdale Independent School District 622 is the established Parent Committee comprised of community members, parents, student representatives and district staff, and

WHEREAS, the Indian Education Parent Committee's current responsibilities are to include involvement in the advisement of cultural programs specifically designed for American Indian learners implemented through Community Education and the Department of Teaching and Learning, and

WHEREAS, the Indian Education Parent Committee of the North St. Paul-Maplewood-Oakdale Independent School District 622 did meet on February 8, 2017 to review, recommend, and approve this Resolution and

WHEREAS, The Indian Education Parent Committee has found that while progress has been made the District's educational programs continue to be inadequate in meeting the needs of American Indian students. Those areas of concern are focused on culture and academic needs in social studies, mathematics, literacy and science, and

WHEREAS, the Indian Education Parent Committee recommends taking the following steps to meet the needs of the District's American Indian students:

Step 1. Curriculum in the areas of social studies/history, literacy and science will be reviewed within the normal review cycle in consultation with the District's American Indian Education Liaison in order to ensure culturally appropriate and relevant material for students, and

Step 2. American Indian students will be offered specific academic support in all curriculum areas, especially mathematics and literacy.

Step 3. School staff will contact parents/families with clear information about appropriate and early classroom interventions to help American Indian students that need academic support.

Step 4. The development of Academic Programing for students making the transition between the 5-6<sup>th</sup> grades and the 8-9<sup>th</sup> grades. This programing should focus on teaching the skills and habits necessary for success at the higher level of academics the student is moving into.

Step 5. The creation of a task force to investigate the ending or significant modification of social promotion policies in the Middle School grades and the development of the corresponding necessary credit recovery programming. Too many students enter high school without the academic skills and work habits necessary to actually earn credits and make progress towards graduation.

WHEREAS, District data will be regularly shared with the Indian Education Parent Committee to measure progress in the academic performance of American Indian students, and

WHEREAS, the LEA Representative will present an annual report to the School Board in order to improve communication and educate members of the Board on issues that are relevant to the American Indian community, and

WHEREAS efforts have begun to address these areas of concern, efforts need to continue with full support in order to foster academic success for American Indian students.

THEREFORE, BE IT RESOVED, the Indian Education Parent Committee of North St. Paul-Maplewood-Oakdale Independent School District 622 does not concur that the District's programs meet American Indian student's needs.

THEREFORE, BE IT RESOLVED, the Indian Education Parent Committee of North St. Paul-Maplewood-Oakdale Independent School District 622 concurs that the above steps need to be taken in order to improve District efforts to meet American Indian students' needs—and that the efforts that have begun to address these areas continue in order to foster academic success for American Indian students.

Yener asked board members to set a closed session for contract negotiations. Augé moved and Neve seconded the following motion, which carried on a 6 - 0 vote:

THAT a Closed Session begins at 4:30 p.m. on April 11, 2017, in Room 201A of the District 622 Education Center for the purpose of discussing contract negotiations.

Yener asked board members to set the time, location, and agenda for the April 11, 2017 work session. Augé moved and Livingston seconded the following motion, which carried on a 6 - 0 vote:

THAT the April 11, 2017 Work Study Session begins at 4:45 p.m. or immediately following the Closed Session, and takes place in Room 202 of the District 622 Education Center, and includes the following agenda items: 1) Ice Breaker; 2) Superintendent Check-In; 3) Minnesota Student Survey; 4) Policy Addition; and 5) AVID Program.

Neve moved and Anderson seconded the following resolution, which carried on a 6 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District 622 that Superintendent Christine Osorio's contract be revised to include a salary freeze for the third year of her current contract, or the 2017-2018 school year; and include an addition for doctorate program education reimbursement.

During Board Communications, the following items were shared:

- ✓ Anderson reported that he had accompanied Skyview Middle School on a visit to Hmong Village which included a scavenger hunt. He stated that it was a wonderful experience and he thanked the innovative teachers and principal for the opportunity to participate. He mentioned that this had been done last year by John Glenn staff and how much he likes to see teachers share best practice and collaborate.
- ✓ Augé gave a shout out to the Fusion Drumline and said that they took first place last week and added that she has been asked to be a guest at their upcoming banquet. Augé ended her report by saying there had been a couple of tragedies among our District 622 staff and gave her heartfelt sympathy to family members.

Anderson moved and Augé seconded the following motion, which carried on a 6 - 0 vote:

THAT the meeting be adjourned.

The meeting adjourned at 7:32 p.m.

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Clerk

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**INDEPENDENT SCHOOL DISTRICT 622  
NORTH ST. PAUL-MAPLEWOOD-OAKDALE SCHOOLS**

**CLOSED SESSION &  
WORK STUDY SESSION  
SCHOOL BOARD  
April 11, 2017**

Chair Coborn called the Closed Session to order at 4:30 p.m. in Room 201A for the purpose of strategizing for contract negotiations. Present were: Chair Coborn, Vice Chair Yener, Clerk Neve, Director Augé, and Superintendent Osorio. Absent: Treasurer Livingston, Directors Anderson and Hunt.

Others present were: Randy Anderson, Keith Gray, Tricia Hughes and Peter Mau.

The Closed Session adjourned at 4:59 p.m.

Chair Coborn called the Work Study Session to order in Conference Room 202 at 5:02 p.m. Present were: Chair Coborn, Vice Chair Yener, Clerk Neve, Director Augé, and Superintendent Osorio. Absent: Treasurer Livingston, Directors Anderson and Hunt.

Others present were: Randy Anderson, Kim Cavallaro, Khriisslyn Goodman, Bee Kong, and Peter Mau.

In the audience: Jessica Cabak, Pete Knoebel, and Rory Sanders.

Due to a later than anticipated start of the study session, Coborn decided to forego the ice breaker.

Osorio shared a check in and reported on the exciting news of John Glenn receiving the national AVID award. She also confirmed a process for board engagement opportunities.

Bee Kong and Peter Mau provided an update on the AVID program, including current and projected enrollment numbers; a review of the selection criteria and process; and a description of the AVID process for becoming a demonstration site.

Goodman reviewed overall results and key findings of the 2016 Minnesota Student Survey, and noted that overall results remained static between 2013 and 2016 both statewide and within District 622.

R. Anderson presented Policy E-097, Uniform Grant Guidance Policy Regarding Federal Revenue Sources), and mentioned that the policy will put the District in compliance with the federal government's newly implemented uniform guidance for all federal grants. This policy

with have a first formal reading at the April 25, 2017 business meeting; followed by proposed action at the May 23, 2017 business meeting.

The Work Study Session adjourned at 5:44 p.m.

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Clerk

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# Employment

First Name	Last Name	Employed as	Building	Effective	Pay Rate	Per
Phil	Albert	Boys Baseball - Head Coach	Skyview Middle	3/27/17	\$1,779.20	assignment
Mannuel	Alderet	Basketball - Asst Coach	Webster	4/3/17	\$850.00	assignment
Alexander	Alvarez	Boys Baseball - Head Coach	North	3/20/17	\$5,409.18	assignment
Kenneth	Balfanz	Boys and Girls Trap Team - Head Coach	Tartan	3/20/17	\$2,443.00	assignment
Becky	Bechel	Theather Technical Co- Director Play	Tartan	4/3/17	\$500.00	assignment
Nicole	Birchmeier	LPN	North	4/24/17	\$24.00	hour
Pamela	Brandt	Girls Adapted Bowling - Head Coach	Tartan	3/20/17	\$5,280.39	assignment
Tiane	Bridgeman	Girls Adapted Bowling - Asst Coach	North	3/13/17	\$3,670.52	assignment
James	Butler	Boys Track - Asst. Coach	Tartan	3/20/17	\$1,964.04	assignment
Julie	Cazett	Boys and Girls Track - Asst Coach	Maplewood	3/30/17	\$1,616.80	assignment
Cliff	Charpentier	Girls Softball - Co-Head Coach	North	3/13/17	\$6,310.71	assignment
Erin	Collins	Choir Teacher (.50)	Skyview Middle	4/3/17	\$4,836.85	year
Kaela	Crouch	Girls Basketball - Asst. Coach	Tartan	11/14/16	\$772.74	assignment
Celesta	Curran	Playground Monitor Para	Cowern	4/3/17	\$14.00	hour
Celesta	Curran	Child Care Para AC	Eagle Point	4/10/17	\$12.19	hour
Latasia	Dearing	Bus Monitor	Bus Garage	4/17/17	\$16.58	hour
Ryan	Delacroix	Theather Technical Co- Director Play	Tartan	3/6/17	\$1,139.00	assignment
Gerald	Diebel	Boys Tennis - Head Coach	North	3/27/17	\$5,151.60	assignment
Elizabeth	Donohue	Boys Tennis - Head Coach	Maplewood	4/3/17	\$1,779.20	assignment
Kari	Dorle	Girls Softball - Asst Coach	North	3/13/17	\$3,200.00	assignment
Deron	Drummond	Girls Softball - Head and Asst. Coach	Maplewood	3/30/17	\$1,698.00	assignment
Matthew	Duffee	Boys Track - Head Coach	Tartan	3/20/17	\$6,053.13	assignment
Jennifer	Dunham	CID Para	Eagle Point	4/10/17	\$15.91	hour
Daine	Engebretson	Girls Softball - Head and Asst. Coach	John Glenn	3/27/17	\$1,485.75	assignment
Michael	Ericson	Girls Softball - Asst Coach	North	3/13/17	\$3,100.00	assignment
Richard	Estes	Girls Lacrosse - Co-Head Coach	North	4/3/17	\$4,346.33	assignment
Sam	Fagley	Boys Baseball - Asst Coach	North	3/20/17	\$3,123.16	assignment
Ray	Fini	Boys and Girls Track - Head Coach	Maplewood	3/30/17	\$1,779.20	assignment
Kathryn	Fini	Girls Track - Asst Coach	North	3/13/17	\$3,509.53	assignment
Sara	Flanagan	Boys and Girls Track - Asst Coach	Maplewood	3/30/17	\$1,616.80	assignment
Stephen	Garcia	Boys Track - Asst. Coach	Tartan	3/20/17	\$2,318.22	assignment
Ashley	Gaschk	Boys Tennis - Asst. Coach	John Glenn	4/6/17	\$1,515.75	assignment
Samantha	Goers	1:1 SPED Para	Oakdale	3/28/17	\$14.85	hour
Gavin	Graham	Boys Track - Head and Asst Coach	John Glenn	3/27/17	\$1,698.00	assignment
Dan	Greene	Girls Softball - Head and Asst. Coach	Maplewood	3/30/17	\$1,698.00	assignment
Robert	Hackney	Girls Track - Asst Coach	North	3/13/17	\$4,185.68	assignment
Glenn	Hansen	Boys Adapted Bowling - Asst. Coach	Tartan	3/20/17	\$1,577.67	assignment
Cory	Hazard	Boys Baseball - Asst Coach	North	3/20/17	\$3,799.31	assignment
Paul	Hazzard	Girls Golf - Head Coach	North	3/20/17	\$5,151.60	assignment
Casey	Holm	Boys Lacrosse - Asst Coach	North	4/3/17	\$3,670.52	assignment
Robert	Horner	Girls Softball - Asst Coach	North	3/13/17	\$4,572.05	assignment
Michael	Houston	Girls Golf - Asst. Coach	Tartan	3/20/17	\$2,704.59	assignment
Cole	Hutchens	Boys Baseball - Asst Coach	North	3/20/17	\$3,928.10	assignment
Bethany	Ingberg	Boys Golf - Asst. Coach	Tartan	3/20/17	\$2,704.59	assignment
Roy	Jackson	Boys Baseball - Head and Asst. Coach	John Glenn	3/27/17	\$1,779.20	assignment
Vicki	Kapaun	Girls Track - Head Coach	Skyview Middle	3/27/17	\$1,779.20	assignment
Matthew	Kassner	Part time Bus Driver	Bus Garage	3/21/17	\$17.07	hour
Kali	Kearns	Education Assistant	Gladstone	3/20/17	\$14.57	hour
Susan	Kelnberger	Girls Track - Asst Coach	Skyview Middle	3/27/17	\$1,616.80	assignment

Sarah	Kennis	Girls Softball - Head and Asst. Coach	John Glenn	3/27/17	\$1,698.00	assignment
Tom	Klatt	FSIII Cook	Skyview Middle	3/27/17	\$13.11	hour
Troy	Klingsporn	Boys Track - Asst. Coach	Tartan	3/20/17	\$1,835.25	assignment
Benjamin	Kollaja	AVID Tutor	John Glenn Middle	3/21/17	\$15.00	hour
Kriss	Kringle	Boys Adapted Bowling - Asst. Coach	North	3/13/17	\$1,577.68	assignment
Ronald	Kruschwitz	Boys Track - Asst. Coach	John Glenn	3/27/17	\$808.40	assignment
Ed	Kupka	Girls Softball - Head and Asst. Coach	Skyview Middle	3/27/17	\$1,698.00	assignment
Ryan	Larson	Girls Track - Head Coach	John Glenn	3/27/17	\$1,779.20	assignment
Nancy	Lee	ECSE Para	Gladstone	4/17/17	\$14.51	hour
Eric	Longtin	Boys Track - Asst. Coach	North	3/13/17	\$4,314.47	assignment
Jared	Lyle	Boys Baseball - Head Coach	John Glenn	3/27/17	\$1,779.20	assignment
Dominic	Mahon	Girls Track - Asst Coach	North	3/13/17	\$3,928.10	assignment
Prudence	McQuiston	Girls Adapted Bowling - Head Coach	North	3/13/17	\$5,666.76	assignment
Barbara	Miller	Boys Golf - Head Coach	Tartan	3/20/17	\$4,636.44	assignment
Denver	Moeller	Boys Baseball - Asst Coach	North	3/20/17	\$3,251.95	assignment
Natale	Monney	Girls Lacrosse - Asst Coach	North	4/3/17	\$2,994.37	assignment
Amy	Mousel	Girls Golf - Head Coach	Tartan	3/20/17	\$4,378.86	assignment
Thomas	Nemo	Girls Softball - Co-Head Coach	North	3/13/17	\$4,443.25	assignment
Rochelle	Newcomb	SPED Building Para	Next Step	3/27/17	\$15.91	hour
Hannah	O'brien	Water Safety Guard	District Wide	4/5/17	\$9.50	hour
Jamie	Oliver	Boys Track - Asst. Coach	North	3/13/17	\$4,185.68	assignment
Katie	Pangborn	Miscellaneous Sport Activities	John Glenn	3/27/17	\$17.25	hour
James	Pearson	Boys Golf - Head Coach	North	3/20/17	\$5,280.39	assignment
Nathaniel	Peasley	Boys Golf - Asst. Coach	North	3/20/17	\$3,606.12	assignment
Shane	Penn	Boys Track - Head Coach	Skyview Middle	3/27/17	\$1,779.20	assignment
William	Raymond	Boys Tennis - Asst. Coach	North	3/27/17	\$3,863.70	assignment
Kenneth	Russ	Boys Baseball - Head and Asst. Coach	Maplewood	3/30/17	\$1,698.00	assignment
Daniel	Salava	Boys Track - Asst. Coach	North	3/13/17	\$4,185.68	assignment
Kathryn	Schober	Girls Softball - JV Coach	North	3/13/17	\$4,200.00	assignment
Donald	Schuette	Boys Track - Asst. Coach	Tartan	3/20/17	\$1,996.24	assignment
Jerome	Schwalbach	Boys Baseball - Head Coach	Skyview Middle	3/27/17	\$1,779.20	assignment
Jacoby	Simes	Basketball - Asst Coach	Webster	4/3/17	\$850.00	assignment
Christopher	Sloan	Boys Baseball - Head and Asst. Coach	Maplewood	3/30/17	\$1,698.00	assignment
Cathrine	Steffan	Boys Adapted Bowling - Asst. Coach	North	3/13/17	\$1,577.68	assignment
Andrea	Stone	LPN	Oakdale	4/17/17	\$20.50	hour
Kyle	Taylor	Boys Track - Asst. Coach	Skyview Middle	3/27/17	\$1,616.80	assignment
Tim	Tekautz	Boys Baseball - Head and Asst. Coach	Maplewood	3/30/17	\$1,698.00	assignment
Dave	Terry	Boys Track - Asst. Coach	North	3/13/17	\$4,314.47	assignment
Sai	Thao	Boys Tennis - Head Coach	John Glenn	3/27/17	\$889.60	assignment
Thomas	Thole	Girls Softball - Asst Coach	North	3/13/17	\$4,572.05	assignment
Jennifer	Thomas	Girls Track - Asst Coach	John Glenn	3/27/17	\$1,616.80	assignment
Delene	Thomas-Sanders	Girls Track - Asst Coach	North	3/13/17	\$4,185.68	assignment
Andrew	Thompson	Boys Tennis - Head Coach	Skyview Middle	3/27/17	\$1,779.20	assignment

Casey	Van De Laarschot	Boys Track - Head and Asst Coach	John Glenn	3/27/17	\$1,485.75	assignment
Diane	Wales	Basketball - Head Coach	Webster	4/3/17	\$1,000.00	assignment
Jolene	Walker	SPED Building Para	Webster	3/20/17	\$14.51	hour
Todd	Wallert	Girls Track - Head Coach	North	3/13/17	\$6,310.71	assignment
Todd	Wallert	Boys Track - Head Coach	North	3/13/17	\$5,537.97	assignment
Andria	Warner	Girls Lacrosse - Co-Head Coach	North	4/3/17	\$4,346.66	assignment
Talia	Warner	Girls Lacrosse - Asst Coach	North	4/3/17	\$3,541.70	assignment

Rashad	Watkins	Biys Baseball - Head and Asst Coach	Maplewood	3/30/17	\$1,698.00	assignment
Joshua	Wendorf	Boys Tennis - Asst. Coach	Skyview Middle	3/27/17	\$1,616.80	assignment
Katie	Wirth	Boys and Girls Track - Asst Coach	Maplewood	3/30/17	\$1,616.80	assignment
Mark	Woodcock	Boys Track - Asst. Coach	North	3/13/17	\$4,314.47	assignment
Mike	Yang	Boys Baseball - Asst Coach	Skyview Middle	3/27/17	\$1,616.80	assignment
Michelle	Zarate Kneen	Middle School Summer Specialist	Skyview Middle	3/27/17	\$16.23	hour
Darrell	Zieske	Girls Softball - Head and Asst. Coach	Skyview Middle	3/27/17	\$1,698.00	assignment
Craig	Zupko	Boys Trap Team - Head Coach	North	3/31/17	\$2,443.00	assignment

## Status Change

First Name	Last Name	From	To	Effective	Pay Rate	Per
Dawson	Charles	.21 Hall Monitor Para	.23 Hall Monitor Para	3/27/17	\$15.02	hour
Cynthia	Dunham	.64 Grade IV Clerical	.68 Grade IV Clerical	7/1/17	\$17.08	hour
Erin	Henderson	.64 Grade IV Clerical	.68 Grade IV Clerical	7/1/17	\$20.38	hour
Jeanelle	Kummer	.25 ECSE Para	.24 Pre K Ed Assist	3/21/17	\$14.57	hour
Skarda	Meghan	.25 SPED Building Para	.13 SPED Building Para	2/15/17	\$15.91	hour
Lisa	Pavel	.06 Lunchroom Para	.27 SPED Building Para	3/27/17	\$15.91	hour
Joe	Slavin	Principal	Director of Communication and Technology Innovation	7/1/17	\$138,000.00	Annually
James	Sullivan	.15 ECSE Para	.25 ECSE Para	2/6/17	\$14.51	hour
Lois	Swanberg	.64 Grade IV Clerical	.68 Grade IV Clerical	7/1/17	\$21.69	hour
Viviane	Yang	.31 LPN (North)	.29 LPN (Maplewood)	4/3/17	\$24.00	hour
Nancy	Young	.08 Playground Monitor Para	.08 Playground Monitor Para / .03 Intrvention EA	3/31/17	\$13.47	hour

## Leave of Absence

First Name	Last Name	Assignment	Building	Leave Type	Dates
Katelyn	Holloway	Kindergarten Teacher	Weaver	Child Care	5/12/2017 - 6/12/2017
Marissa	Jagger	Grade 4 Teacher	Richardson	Child Care	4/27/17 - 6/12/2017

## Resignation

*	First Name	Last Name	Assignment	Building	Effective
*	Nancy	Askeguard	Guidance Secretary	Maplewood	6/30/2017
*	Cherie	Bender	Health and DAPE Teacher	Maplewood	6/12/2017
	Tiane	Bridgeman	Para	North	3/31/2017
	Shelly	Brown	Education Assistant	Cowern	5/31/2017
	Kara	Campeau	CID Para	Eagle Point	3/20/2017
	Sarah	Cooper	Inclusion Specialist	District-wide	3/24/2017
	Alexis	Croal	Grade 1 Teacher	Webster	6/12/2017
	Ashley	Gaschk	Language Arts Teacher	John Glenn	6/12/2017
	Sara	Gruber	CID Para	Skyview Middle	4/28/2017
	Alonso	Jaque-Pino	Education Assistant	Carver	3/31/2017
	Matthew	Kassner	Part time Driver	Bus Garage	3/22/2017
	Kara	Knight	Social Studies Teacher	Tartan	3/17/2017
	Dennis	Leshner	ABE Fascilitator	Harmony	1/1/2017

	Kristofer	Lyngaas	ABE Fascilitator	Harmony	4/4/2017
	Ian	Marquez	Education Assistant	Richardson	4/21/2017
*	Edward	McCarthy	Finance Supervisor	DEC	5/31/2017
	Luke	Moore	Bus Monitor	Bus Garage	3/24/2017
*	Jane	Moren	EL Teacher	North	6/12/2017
	Jay	Nelson	SPED Building Para	Webster	3/3/2017
*	Janet	Peterson	Education Assistant	Maplewood	6/9/2017
	Kelly	Sean	CC Para AC	Eagle Point	4/10/2017
	October	Seed	LPN	Non Public	4/3/2017
*	Joan	Snyder	Phy Ed Teacher	Cowern	6/12/2017
*	Pamela	Tarasar	Speech Pathologist	Beaver Lake	8/25/2017
	Denise	Treichel	Education Assistant	Skyview Elementary	3/20/2017

## BID/RFP CALENDARS

<u>NAME OF BID</u>	<u>BID OPENING</u>	<u>BOARD MEETING</u>
TARTAN AIR HANDLING UNIT UPGRADES PROJECT	APRIL 20, 2017	MAY 23, 2017

<u>NAME OF RFP</u>	<u>RFP DUE DATE/TIME</u>	<u>BOARD MEETING</u> (if applicable)

*“Notice to Bidders” can be found on ISD 622 website at [www.isd622.org](http://www.isd622.org). Click on “New Bid/RFP Posted” Quick Link to see a complete listing of Bids and RFPs.*

*Note: RFP’S have a due date/time only. There is not a formal opening or reading of the proposals unless noted. Bids have a due date/time and room location for the formal opening and reading of the bids.*

V. H. BID AWARDS

Sealed bids were solicited as required by law for goods and services listed below. The bids were opened and tabulated by the Business Office and are recommended for award to the lowest responsible bidders. Bid tabulations are on file in the Business Office.

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622 that contracts be awarded as follows:

<u>For</u>	<u>Vendor</u>	<u>#Bids</u>	<u>Fund</u>	<u>Amount</u>
<u>Tartan High School Site Improvements and Concessions Infrastructure</u>	Weber, Inc.	5	01	\$246,185.00
<u>Site Improvements Eagle Point &amp; Gladstone</u>	Urban Companies	6	01	\$162,000.00
<u>Tartan High School Elevator Modernization Project</u>	Thyssen Krupp	3	01	\$103,210.00
<u>5-77 Passenger Buses, 1-30 Passenger Bus and 1-24+1 Passenger Bus*</u>	Hoglund Bus Co.	1	01	\$585,555.67
<u>Copier Equipment and Service RFP**</u>	Marco	2	01	\$184,652.88  \$7,577.64 Monthly Lease Total  \$7,810.10 Average Monthly Cost per Copy Total

\*Contract Award Does Not Include Trade in Allowance of \$29,000.00 (7 buses)

\*\*Contract Amount listed is annual value.



**PERFORMANCE  
DRIVEN DESIGN.**

LHBcorp.com

March 30, 2017

Mike Boland  
Maintenance/Operations Health & Safety Supervisor  
2520 East 12<sup>th</sup> Avenue  
North St. Paul, MN 55109

**Tartan High School Site Improvements and Concessions Infrastructure  
(Formerly known as Tartan High School Site Improvements and Concession Stand);  
BID RESULTS**

Dear Mr. Boland,

The bid opening for the above-reference project was held on February 28, 2017 at 2:00 p.m. at the ISD 622 District Office. The School District received five bids as shown on attached Bid Tabulation:

The lowest bid was received from Weber, Inc with a base bid amount of \$389,303.00. All of the bids were reviewed and no errors were identified. We followed up with each of the contractors to discuss the wide range of values to determine if there was document discrepancy. LHB recommends selecting on the base bid values and follow up of conversations with the low bidder. LHB recommends that the School District award the contract for base bid work of the above-mentioned project to Weber, Inc.

As the base bid value is more than the budgeted amount (construction value estimate was \$269,000), LHB has negotiated with the Owner's approval to adjust the project with the Weber Inc. to bring the project under the budgeted amount. The final solution is to be documented in a Proposal Request and incorporated into a Change Order to deduct Scope #1 – amount of fencing and type= (\$3,050 Deduct); accept scope 2 in its entirety; Scope 3 to deduct in its entirety the building then add back the infrastructure consisting of a structural slab and the underfloor plumbing = (\$140,068 Deduct). LHB recommends this Change Order accompany the Contract and signed at the same time thereby reducing the project cost total to \$246,185.

LHB

Mark Kusnierek, AIA  
Architect

c: LHB File # 160065.15

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21 West Superior Street, Suite 500		Duluth, MN 55802		218.727.8446
701 Washington Avenue North, Suite 200		Minneapolis, MN 55401		612.338.2029
63 East Second Street, Suite 150		Superior, WI 54880		715.392.2902



PERFORMANCE  
DRIVEN DESIGN.  
lhbcorp.com

PROJECT TITLE: ISD 622

Tartan High School Site Improvements and Concession Stand

BID CLOSE: 02/28/2017 @ 2:00pm

BID TABULATION

BIDDER	ADD'A	BID BOND	RESPONSIBLE CONTRACTOR	BASE BID	SCOPE #1 Site Work	SCOPE #2 Electrical Upgrades	SCOPE #3 Concession Stand	ALT. #1 Flooring	COMMENTS
Peterson Companies Address City State Zip				\$ -					
A&L Construction, Inc Address City State Zip				\$ -					
Meisinger Construction Address City State Zip	✓	✓	✓	\$ 397,000	119,000	73,000	205,000	-2,400	
Green Construction Services Inc Address City State Zip				\$ -					
Pembar Companies Address City State Zip	✓	✓	✓	\$ 430,200	123,200	88,000	219,000	-2,000	
Derra Construction Address City State Zip	✓	✓	✓	\$ 397,000	100,000	93,000	204,000	-	
New Look Contracting Address City State Zip				\$ -					
Urban Com-panies Address City State Zip	✓	✓	✓	\$ 447,000	310,000	97,000	240,000	15,000	
Rositi Construction Address City State Zip				\$ -					
Parkos Construction Address City State Zip				\$ -					
NEPCO Address City State Zip	✓	✓	✓	\$ 309,303	138,145	08,025	182,533	+425.00	



**PERFORMANCE  
DRIVEN DESIGN.**  
LHBcorp.com

March 30, 2017

Mike Boland  
Maintenance/Operations Health & Safety Supervisor  
2520 East 12<sup>th</sup> Avenue  
North St. Paul, MN 55109

**SITE IMPROVEMENTS: SOW#1 – EAGLE POINT ELEMENTARY SCHOOL;  
SOW#2 – GLADSTONE COMUNITY SCHOOL BID RESULTS**


Dear Mr. Boland,

The bid opening for the above-reference project was held on March 21, 2017 at 2:00 p.m. at the ISD 622 District Office. The School District received six bids as shown on attached Bid Tabulation Results sheet.

The lowest bid was received from TA Schifsky but the bid submittal was disqualified as it was found incomplete as they did not submit the Responsible Contract Verification and Certification of Compliance form as required by the bid documents.

The next low bidder is Urban Companies with a base bid amount of \$162,000.00. All the other bids were reviewed and no additional errors were identified. After review of the bid results and reviews with contractors, LHB recommends that the School District award the contract for base bid work of the Site Improvements to Urban Companies.

LHB



Mark Kusnierek, AIA  
Architect

c: LHB File # 160521.40

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**PROJECT TITLE: ISD 622**  
**Site Improvements Project**

**BID CLOSE: 03/21/2017 @ 2:00pm**

**BID TABULATION**

BIDDER	ADD'A	BID BOND	RESPONSIBLE CONTRACTOR	BASE BID	SCOPE #1 Eagle Point	SCOPE #2 Gladstone	COMMENTS
<b>Peterson Companies</b> Address City State Zip	1	X	X	\$ 177,572.00	\$ 109,553.00	\$ 68,019.00	
<b>TA Schitsky</b> Address City State Zip	1	X		\$ 133,800.00	\$ 78,900.00	\$ 54,900.00	
<b>Urban Companies</b> Address City State Zip	1	X	X	\$ 162,000.00	\$ 93,000.00	\$ 69,000.00	
<b>Pember Companies</b> Address City State Zip	1	X	X	\$ 177,565.00	\$ 104,650.00	\$ 72,915.00	
<b>New Look Contracting</b> Address City State Zip	1	X	X	\$ 170,800.00	\$ 112,900.00	\$ 57,900.00	
<b>Pern Contracting Inc</b> Address City State Zip	1	X	X	\$ 183,500.00	\$ 112,000.00	\$ 71,500.00	
<b>Unlimited Inc</b> Address City State Zip				\$ -			



**PERFORMANCE  
DRIVEN DESIGN.**

LHBcorp.com

April 3, 2017

Mike Boland  
Maintenance/Operations Health & Safety Supervisor  
2520 East 12<sup>th</sup> Avenue  
North St. Paul, MN 55109

**TARTAN HIGH SCHOOL ELEVATOR MODERNIZATION BID RESULTS**

Dear Mr. Boland,

The bid opening for the above-reference project was held on March 28, 2017 at 2:00 p.m. at the ISD 622 District Office. The School District received three bids as shown below:

<b>Name</b>	<b>Base Bid</b>
Thyssen Krupp	\$103,210.00
Minnesota Elevator Inc	\$117,050.00
All City Elevator	\$145,593.00
Engineer's Estimate	\$150,000

The lowest bid was received from Thyssen Krupp with a base bid amount of \$103,210.00. All the bids were reviewed and no additional errors were identified. After review of the bid results and reviews with contractors, LHB recommends that the School District award the contract for base bid work of the Tartan HS Elevator Modernization to Thyssen Krupp.

LHB

Mark Kusnierek, AIA  
Architect

c: LHB File # 160521.40

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PERFORMANCE  
DRIVEN DESIGN.  
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**PROJECT T1 ISD 622**  
**Tartan High School Elevator Modernization**

**BID CLOSE: 03/28/2017 @ 2:00pm**

**BID TABULATION**

BIDDER	ADD'A	BID BOND	RESPONSIBLE CONTRACTOR	BASE BID	COMMENTS
<b>Thyssen Krupp</b> Address City State Zip	1	x	x	\$ 103,210.00	
<b>MEI</b> Address City State Zip	1	x	x	\$ 117,050.00	
<b>All City Elevator</b> Address City State Zip	1	x	x	\$ 145,593.00	

# BID TALLY SHEET

**BID FOR: 77 Passenger and 30 Passenger Buses**

**DATE: 3/30/2017 – 2:00 P.M.**

		<b>VENDOR</b>	<b>VENDOR</b>	<b>VENDOR</b>
		Hoglund Bus Co.		
	<b>BID BOND</b>	x		
	<b>AFFIDAVIT OF NON -COLLUSIVE</b>	x		
<b>ITEMS</b>				
<b>TOTAL FOR FOUR (4) 77 PASSENGER BUSES</b>		\$372,775.28		
<b>UNIT PRICE FOR ADDITIONAL 77 PASSENGER BUSES</b>		\$93,193.82		
<b>TOTAL FOR TWO (2) 30 PASSENGER BUSES</b>		\$113,300.94		
<b>UNIT PRICE FOR ADDITIONAL 30 PASSENGER BUSES</b>		\$56,650.47		
<b>TOTAL FOR ONE (1) 24+1 PASSENGER BUS</b>		\$62,936.10		
<b>UNIT PRICE FOR ADDITIONAL 24+1 PASSENGER BUS</b>		\$62,936.10		
<b>GRAND TOTAL FOR BID</b>		\$549,012.32		
<b>TRADE IN PER BUS</b>				
<u><b>FREIGHTLINER 77 PASSENGER BUSES</b></u>				
<b>BUS #19 2004 184,000</b>		\$3,700.00		

BUS #23 2007 145,000		\$5,200.00		
BUS #32 2007 175,000		\$3,700.00		
BUS #36 2007 146,000		\$4,200.00		
BUS #53 2007 139,000		\$5,200.00		
<u>CHEVY BLUE BIRD 24 PASSENGER MINI BUSES</u>				
BUS #24 2009 149,000		\$4,000.00		
BUS #25 2009 144,000*		\$4,000.00		
BUS #66 2009 133,000*		\$5,000.00		
BUS #67 2009 162,00		\$3,000.00		
<b>DELIVERY TIME FRAME</b>				

33

\*Not trading in Buses #25 & #66

**MARCO**

Monthly Lease Total	\$7,577.64/month
Average Monthly Cost per Copy Total	<u>\$7,810.10/month</u>
	\$15,387.74

**DTS**

Monthly Lease Total	\$8,790.22/month
Average Monthly Cost per Copy Total	<u>\$8,443.26/month</u>
	\$17,233.48

V. H. DISBURSEMENTS

State statutes require school boards to provide for payment of just claims and also require that a list of electronic fund transfers be submitted to the school board at its next regular meeting. This action will authorize payment of audited and allowable claims, purchase of investments, transfers to the payroll account, and transactions by electronic fund (wire) transfers.

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the following disbursements and transfers be approved:

General Fund	\$	3,146,953.00
Food Service		365,051.00
Community Service		96,423.00
Building		0.00
Debt Redemption		0.00
Trust		104,009.00
Internal Service Fund Health Insurance		23,886.00
OPEB Benefits Trust		29,530.00
		<hr/>
A/P Checks Disbursed (03-01-17 thru 03-31-17)	\$	3,765,852.00
Payroll Disbursed - Net (03-01-17 thru 03-31-17)	\$	4,073,581.00
Wire Transfers (03-01-17 thru 03-31-17)	\$	17,651,839.00
Investments on 04-13-17	\$	32,794,553.00

NORTH ST PAUL - MAPLEWOOD - OAKDALE SCHOOLS

INVESTMENTS

DEPOSITORY	TYPE	RATE	PURCHASED	AMOUNT
MSDLAF OTHER FUNDS	MM	0.74%	(BALANCE AT 04-13-17)	\$216,298.00
P M A SECURITIES OPERATING FUNDS	VARIOUS	0.78%	(BALANCE AT 04-13-17)	\$19,061,757.00
P M A SECURITIES OPEB BONDS	VARIOUS	2.10%	(BALANCE AT 04-13-17)	\$12,068,233.00
ASSOCIATED BANK EQUITY INVESTMENTS	EQUITY	1.25%	(BALANCE AT 03-31-17)	\$1,448,265.00
				<u>\$32,794,553.00</u>

NORTH ST PAUL - MAPLEWOOD - OAKDALE SCHOOLS

WIRE TRANSFERS

03-01-17 thru 03-31-17

DATE	FROM	TO		REASON
03/01/17	P M A	HEALTH PARTNERS	\$234,559.00	MEDICAL CLAIM FEES
03/01/17	PREMIER BANK	DELTA DENTAL	\$131,705.00	MONTHLY PAYMENT
03/01/17	PREMIER BANK	STATE OF MINN.	\$131,501.00	UC TAX
03/02/17	P M A	PREMIER BANK	\$1,000,000.00	A/P - P/R*
03/06/17	PREMIER BANK	HEALTH PARTNERS	\$294,235.00	HEALTH CLAIMS
03/06/17	PREMIER BANK	PITNEY BOWES	\$3,000.00	POSTAGE
03/07/17	PREMIER BANK	ANNUITY COMPANIES	\$709,980.00	PAYROLL PAYABLES
03/07/17	PREMIER BANK	CORPORATE HEALTH	\$67,823.00	FLEX PROCESSING
03/10/17	P M A	PREMIER BANK	\$5,030,000.00	A/P - P/R*
03/13/17	PREMIER BANK	HEALTH PARTNERS	\$173,234.00	HEALTH CLAIMS
03/15/17	PREMIER BANK	IR S	\$788,823.00	PAYROLL TAX
03/16/17	PREMIER BANK	STATE OF MINN.	\$122,203.00	PAYROLL TAX
03/20/17	PREMIER BANK	HEALTH PARTNERS	\$291,665.00	HEALTH CLAIMS
03/22/17	PREMIER BANK	ANNUITY COMPANIES	\$724,933.00	PAYROLL PAYABLES
03/22/17	PREMIER BANK	CORPORATE HEALTH	\$60,118.00	FLEX PROCESSING
03/23/17	P M A	PREMIER BANK	\$2,000,000.00	A/P - P/R*
03/27/17	PREMIER BANK	HEALTH PARTNERS	\$174,830.00	HEALTH CLAIMS
03/28/17	PREMIER BANK	PITNEY BOWES	\$3,000.00	POSTAGE
03/29/17	P M A	PREMIER BANK	\$4,890,000.00	A/P - P/R*
03/30/17	PREMIER BANK	CORPORATE HEALTH	\$16,023.00	FLEX PROCESSING
03/31/17	PREMIER BANK	ANNUITY COMPANIES	\$37,033.00	PAYROLL PAYABLES
03/31/17	PREMIER BANK	IR S	\$761,015.00	PAYROLL TAX
03/31/17	PREMIER BANK	MISCELLANEOUS	\$6,159.00	MISCELLANEOUS
		TOTAL	<u>\$17,651,839.00</u>	

\* TO COVER ACCOUNTS PAYABLE OR PAYROLL CHECKS

NORTH ST PAUL - MAPLEWOOD - OAKDALE SCHOOLS

WIRE TRANSFERS

03-01-17 thru 03-31-17

DATE	FROM	TO		REASON
03/01/17	P M A	HEALTH PARTNERS	\$234,559.00	MEDICAL CLAIM FEES
03/02/17	P M A	PREMIER BANK	\$1,000,000.00	A/P - P/R*
03/10/17	P M A	PREMIER BANK	\$5,030,000.00	A/P - P/R*
03/23/17	P M A	PREMIER BANK	\$2,000,000.00	A/P - P/R*
03/29/17	P M A	PREMIER BANK	\$4,890,000.00	A/P - P/R*
	P M A	PREMIER BANK		A/P - P/R*
	P M A	US BANK		DEBT SERVICE
	P M A	WELLS FARGO		DEBT SERVICE FROM REFUNDING BOND
03/07/17	PREMIER BANK	ANNUITY COMPANIES	\$709,980.00	PAYROLL PAYABLES
03/22/17	PREMIER BANK	ANNUITY COMPANIES	\$724,933.00	PAYROLL PAYABLES
03/31/17	PREMIER BANK	ANNUITY COMPANIES	\$37,033.00	PAYROLL PAYABLES
	PREMIER BANK	ANNUITY COMPANIES		PAYROLL PAYABLES
03/07/17	PREMIER BANK	CORPORATE HEALTH	\$67,823.00	FLEX PROCESSING
03/22/17	PREMIER BANK	CORPORATE HEALTH	\$60,118.00	FLEX PROCESSING
03/30/17	PREMIER BANK	CORPORATE HEALTH	\$16,023.00	FLEX PROCESSING
	PREMIER BANK	CORPORATE HEALTH		FLEX PROCESSING
	PREMIER BANK	CORPORATE HEALTH		FLEX PROCESSING
	PREMIER BANK	CORPORATE HEALTH		FLEX PROCESSING
	PREMIER BANK	CORPORATE HEALTH		FLEX PROCESSING
03/01/17	PREMIER BANK	DELTA DENTAL	\$131,705.00	MONTHLY PAYMENT
03/06/17	PREMIER BANK	HEALTH PARTNERS	\$294,235.00	HEALTH CLAIMS
03/13/17	PREMIER BANK	HEALTH PARTNERS	\$173,234.00	HEALTH CLAIMS
03/20/17	PREMIER BANK	HEALTH PARTNERS	\$291,665.00	HEALTH CLAIMS
03/27/17	PREMIER BANK	HEALTH PARTNERS	\$174,830.00	HEALTH CLAIMS
	PREMIER BANK	HEALTH PARTNERS		HEALTH CLAIMS
	PREMIER BANK	MISCELLANEOUS	\$6,159.00	MISCELLANEOUS
03/06/17	PREMIER BANK	PITNEY BOWES	\$3,000.00	POSTAGE
03/28/17	PREMIER BANK	PITNEY BOWES	\$3,000.00	POSTAGE
03/15/17	PREMIER BANK	I R S	\$788,823.00	PAYROLL TAX
03/31/17	PREMIER BANK	I R S	\$761,015.00	PAYROLL TAX
	PREMIER BANK	I R S		PAYROLL TAX
	PREMIER BANK	I R S		ACA TAX
03/01/17	PREMIER BANK	STATE OF MINN.	\$131,501.00	UC TAX
03/16/17	PREMIER BANK	STATE OF MINN.	\$122,203.00	PAYROLL TAX
	PREMIER BANK	STATE OF MINN.		PAYROLL TAX
		TOTAL	\$17,651,839.00	

\* TO COVER ACCOUNTS PAYABLE OR PAYROLL CHECKS

**ENDS**

Policy Title	Policy Level	Date Approved/Revised
<b>Uniform Grant Guidance Policy Regarding Federal Revenue Sources</b>	<b>E-097</b>	<b>Approved:</b>

1) Definitions

A. Grants

1. “State-administered grants” are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
2. “Direct grants” are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

B. “Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

C. “Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:

1.
  - a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability); or
  - b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability).
2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 C.F.R. § 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
3. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

D. “Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 C.F.R. Part 200, does not include a legal instrument, even if the non-federal entity

considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

E. Procurement Methods

1. "Procurement by micro-purchase" is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$3,000, except as otherwise discussed in 48 C.F.R. Subpart 2.1 or as periodically adjusted for inflation).
  2. "Procurement by small purchase procedures" are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$150,000 (periodically adjusted for inflation).
  3. "Procurement by sealed bids (formal advertising)" is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
  4. "Procurement by competitive proposals" is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.
  5. "Procurement by noncompetitive proposals" is procurement through solicitation of a proposal from only one source.
- F. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.
- G. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 C.F.R. § 200.431 (Compensation - Fringe Benefits).
- H. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 C.F.R. § 200.431(g) for retirees and their spouses, dependents, and survivors.
- I. "Severance pay" is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
- J. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

- K. "Relocation costs" are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- L. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

2) Conflict of Interest

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.
- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

3) Acceptable Methods of Procurement

- A. General Procurement Standards. The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public

policy, record of past performance, and financial and technical resources.

- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.
- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- H. Methods of Procurement. The school district must use one of the following methods of procurement:
  - 1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
  - 2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
  - 3. Procurement by sealed bids (formal advertising).
  - 4. Procurement by competitive proposals. If this method is used, the following requirements apply:
    - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
    - b. Proposals must be solicited from an adequate number of qualified sources;
    - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
    - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
    - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated

and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:
  - a. The item is available only from a single source;
  - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
  - d. After solicitation of a number of sources, competition is determined inadequate.
- I. Competition. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
  1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
  2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.
- K. Non-federal entities are prohibited from contracting with or making subawards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.

- L. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 C.F.R. § 180.215.

4) Managing Equipment and Safeguarding Assets

- A. Property Standards. The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 C.F.R. §§ 200.311, 200.314, and 200.315.

- B. Equipment

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

5) Financial Management Requirements

- A. Financial Management. The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to

a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.

- B. Payment. The school district ~~must~~ **may** be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the ~~non-federal entity~~ **school district** for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

- C. Internal Controls. The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must also evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must also take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

## 6) Allowable Use of Funds and Cost Principles

- A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

- B. Definitions

- 1. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.

2. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
  3. "Omni Circular" or "2 C.F.R. Part 200s" or "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
  4. "Advance payment" means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.
- C. Allowable Costs. The following items are costs that may be allowable under the 2 C.F.R. Part 200s under specific conditions:
1. Advisory councils;
  2. Audit costs and related services;
  3. Bonding costs;
  4. Communication costs;
  5. Compensation for personal services;
  6. Depreciation and use allowances;
  7. Employee morale, health, and welfare costs;
  8. Equipment and other capital expenditures;
  9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;
  10. Insurance and indemnification;
  11. Maintenance, operations, and repairs;
  12. Materials and supplies costs;
  13. Meetings and conferences;
  14. Memberships, subscriptions, and professional activity costs;

15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

D. Costs Forbidden by Federal Law. 2 CFR Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 CFR Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;
4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;
7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 C.F.R. § 200.441 as allowable;
13. Religious use;

14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.
2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:
  - a. Necessary for the proper and efficient performance or administration of the program.
  - b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
  - c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
  - d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.

- e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.
  
- G. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.
  - 1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
  - 2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).
  - 3. Auditors generally presume supplanting has occurred in three situations:
    - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
    - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
    - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
  - 4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.
  
- H. Approved Plans, Budgets, and Special Conditions
  - 1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.
  - 2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district’s grants.
  
- I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
  2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.
- J. Employee Sanctions. Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

7) Compensation – Personal Services Expenses and Reporting

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and
2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entitywide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
  - b. The costs are equitably allocated to all related activities, including federal awards; and
  - c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.
2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 C.F.R. § 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards

and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.
  4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.
  5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.
  6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.
- C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.
- D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
1. Critical and necessary for the conduct of the project;
  2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
  3. Consistent with the school district's cost accounting practices and school district policy; and
  4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.
- E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.
- F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations according to the school district's written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

1. Participation of the individual is necessary to the federal award; and
2. The costs are reasonable and consistent with the school district's established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

1. A direct result of the individual's travel for the federal award;
2. Consistent with the school district's documented travel policy for all school district travel; and
3. Only temporary during the travel period.

**Rationale:** *The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.*

Adoption and Revision History	Incorporated Policies
<b>Policy E-097 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES</b> <b>This Policy Adopted:</b>	MSBA 721

**Administrative Rule, Regulation and Procedure: NA**

- Legal References:**
- 2 C.F.R. § 200.12 (Capital Assets)
  - 2 C.F.R. § 200.112 (Conflict of Interest)
  - 2 C.F.R. § 200.113 (Mandatory Disclosures)
  - 2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)
  - 2 C.F.R. § 200.212 (Suspension and Debarment)
  - 2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
  - 2 C.F.R. § 200.302 (Financial Management)
  - 2 C.F.R. § 200.303 (Internal Controls)
  - 2 C.F.R. § 200.305(b)(1) (Payment)
  - 2 C.F.R. § 200.310 (Insurance Coverage)
  - 2 C.F.R. § 200.311 (Real Property)
  - 2 C.F.R. § 200.313(d) (Equipment)
  - 2 C.F.R. § 200.314 (Supplies)

2 C.F.R. § 200.315 (Intangible Property)  
2 C.F.R. § 200.318 (General Procurement Standards)  
2 C.F.R. § 200.319(c) (Competition)  
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)  
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)  
2 C.F.R. § 200.328 (Monitoring and Reporting Program Performance)  
2 C.F.R. § 200.338 (Remedies for Noncompliance)  
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)  
2 C.F.R. § 200.430 (Compensation – Personal Services)  
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)  
2 C.F.R. § 200.447 (Insurance and Indemnification)  
2 C.F.R. § 200.463 (Recruiting Costs)  
2 C.F.R. § 200.464 (Relocation Costs of Employees)  
2 C.F.R. § 200.473 (Transportation Costs)  
2 C.F.R. § 200.474 (Travel Costs)

**Cross References:**

MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)  
MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)  
MSBA/MASA Model Policy 210.1 (Conflict of Interest – Charter School Board Members)  
MSBA/MASA Model Policy 412 (Expense Reimbursement)  
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)  
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)  
MSBA/MASA Model Policy 702 (Accounting)  
MSBA/MASA Model Policy 703 (Annual Audit)

VIII. A. 1. ACKNOWLEDGEMENT OF CONTRIBUTIONS - *Neve*

Minnesota Statute 123B.02 permits school boards to "...receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, and for the benefit of pupils thereof."

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the School Board accept with appreciation the following contributions and permit their use as designated by the donors.

<u>Donor</u>	<u>Item and/or Amount</u>	<u>Purpose</u>
Anonymous	\$210.74	Eagle Point Nutrition Services - to reduce negative student nutrition balances
Theresa Augé	60 three ring binders	ISD 622 students and staff
Dr. Christa Waymire	\$75.00	CREED John Glenn Middle School
Scott & Amanda Adkins	Blue gait trainer	ISD 622
Susan Purvis	\$20.00	Meals on Wheels
3M Company	Baxter Robot	Tartan Robotics
3M Gives	\$11,500.00	Meals on Wheels

MOTION:

SECOND:

Total fiscal year 2016-2017 monetary contributions: \$85,203.94

CERTIFICATION OF MINUTES  
RELATING TO  
GENERAL OBLIGATION ALTERNATIVE FACILITIES REFUNDING  
BONDS, SERIES 2017A

ISSUER: INDEPENDENT SCHOOL DISTRICT NO. 622  
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)  
STATE OF MINNESOTA

BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING: A regular meeting held on April 25,  
2017, at 6:00 o'clock p.m., in the School District.

MEMBERS PRESENT:

MEMBERS ABSENT:

Documents Attached: Extract of Minutes of said meeting.

**RESOLUTION AWARDING THE SALE, DETERMINING THE FORM AND  
DETAILS, AUTHORIZING THE EXECUTION, DELIVERY, AND  
REGISTRATION, AND PROVIDING FOR THE PAYMENT OF GENERAL  
OBLIGATION ALTERNATIVE FACILITIES REFUNDING BONDS, SERIES 2017A**

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS MY HAND officially as such recording officer this \_\_\_\_ day of April, 2017.

\_\_\_\_\_  
School District Clerk

EXTRACT OF MINUTES OF A MEETING  
OF THE SCHOOL BOARD  
OF INDEPENDENT SCHOOL DISTRICT NO. 622  
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)  
STATE OF MINNESOTA

HELD: APRIL 25, 2017

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 622, State of Minnesota, was duly held on April 25, 2017, at 6:00 o'clock p.m.

It was reported that \_\_\_\_ proposals for the purchase of the General Obligation Alternative Facilities Refunding Bonds, Series 2017A of the District (the principal amount being subject to adjustment in accordance with the Terms of Proposal), had been received prior to 11:00 o'clock a.m., Central Time, pursuant to the Terms of Proposal contained in the Official Statement; that the proposals had been opened, read and tabulated; and that the best proposal of each proposal maker was determined to be as follows:

Member \_\_\_\_\_ introduced the following resolution and moved its

adoption:

**RESOLUTION AWARDING THE SALE, DETERMINING THE FORM AND DETAILS, AUTHORIZING THE EXECUTION, DELIVERY, AND REGISTRATION, AND PROVIDING FOR THE PAYMENT OF GENERAL OBLIGATION ALTERNATIVE FACILITIES REFUNDING BONDS, SERIES 2017A**

BE IT RESOLVED by the School Board of Independent School District No. 622, State of Minnesota, as follows:

**Section 1. Authorization and Sale.**

**1.01 Authorization.**

(a) At a meeting held March 28, 2017, this Board determined to sell and issue \$7,105,000 principal amount of General Obligation Alternative Facilities Refunding Bonds of Independent School District No. 622 (the "Issuer" or the "District"). Said Bonds shall hereinafter be referred to as the "Bonds" or the "Refunding Bonds." In the Terms of Proposal, the District reserved the right, after proposals were opened and prior to award, to increase or decrease the principal amount of the Bonds offered for sale, with the increase or decrease to occur in multiples of \$5,000 in any of the maturities. The Refunding Bonds, together with other available funds of the Issuer, shall provide funds to refund in advance of their stated maturities, through a partial net cash advance refunding, all of the bonds maturing in the years 2019 to 2028, aggregating \$6,750,000 in principal amount, of the Issuer's General Obligation Alternative Facility Bonds, Series 2008A, bearing a date of original issue of February 1, 2008 (the "Refunded Bonds"), and shall provide funds to pay the interest payments on the Refunded Bonds from May 18, 2017 to and including February 1, 2018 (the "Call Date") and to pay the principal amounts being called on the 2019 to 2028 maturities of the Refunded Bonds on said Call Date. The Series 2008A Bonds were originally issued to provide funds for the acquisition and betterment of projects included in the District's ten-year facility plan as approved by the Commissioner pursuant to Minnesota Statutes, Section 123B.59. The Refunded Bonds have not previously been refunded.

(b) The Refunded Bonds were originally issued pursuant to Minnesota Statutes, Chapter 475. The Board determines that the issuance of the Refunding Bonds is necessary and desirable for the reasons specified in Minnesota Statutes, Section 475.67, Subd. 3(b)(2), Subparagraphs (i) and (ii).

**1.02 Sale.** The Board, having been advised by Ehlers & Associates, Inc., its independent municipal advisor, has determined that this issue shall be privately sold after receipt of written proposals, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2. The Board has publicly received and considered all proposals presented in conformity with the Terms of Proposal contained in the Official Statement, which are hereby ratified and confirmed in all respects and are incorporated herein by reference as though fully specified in this paragraph. The most favorable of such proposals is ascertained to be that of \_\_\_\_\_ (the "Purchaser") to purchase the Bonds at a price of \$\_\_\_\_\_ plus interest accrued to settlement, and upon the further terms and conditions set forth in the Terms of Proposal contained in the Official Statement and this resolution. Said proposal is hereby accepted and the sale of the Bonds is hereby awarded to said Purchaser.

**1.03 Execution of Documents; Return of Good Faith Deposits.** The Chair and Clerk are authorized and directed to endorse an acceptance on both copies of the most favorable proposal and to send one copy to the Purchaser. The Treasurer is directed to retain the good faith deposit of the Purchaser pending delivery of the Bonds and payment therefor, and the good faith deposits of other proposal makers shall forthwith be returned to them.

**1.04 Debt Service Savings.** Minnesota Statutes Section 475.67, authorizes the issuance of refunding bonds for the purpose of saving debt service costs. It is hereby found and determined that the issuance of the Refunding Bonds and the advance refunding of the Refunded Bonds as contemplated by this Resolution and the Escrow Agreement will result in substantial debt service savings to the Issuer. The present value of the dollar amount of debt service for the Refunding Bonds is lower by at least three percent (3%) than the present value of the dollar amount of debt service for the Refunded Bonds, each computed in accordance with Minnesota Statutes, Section 475.67, Subdivision 12.

**1.05 Compliance with Law.** All acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to the issuance of the Bonds having been done, having happened and having been performed in regular and due form, time and manner as required by law, it is necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to provide for the issuance of the Bonds forthwith.

**1.06 Minnesota School District Credit Enhancement Program.** (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Bond Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the Bonds is authorized

and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now or hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section.

**1.07 Alternative Facilities Bonding and Levy Program.** The District hereby covenants and obligates itself to comply with the provisions of Minnesota Statutes, Section 123B.595, and any continuing obligations specified therein, including the requirements relating to annually updating its facilities plan, submitting its facility maintenance plan to the Commissioner biennially or as otherwise required, and accounting as required thereunder for the Refunding Bonds issued to refund the District's General Obligation Alternative Facility Bonds, Series 2008A.

## **Section 2. Bond Terms.**

**2.01 Designation; Registration; Denomination; Maturities.** The \$\_\_\_\_\_ aggregate principal amount of general obligation bonds sold on this date shall be designated General Obligation Alternative Facilities Refunding Bonds, Series 2017A, shall be dated May 18, 2017 as the date of original issue, and shall be issued forthwith on or after such date using a global book-entry system. The Bonds shall be issued as fully registered bonds and shall be numbered R-1 upward, in the denomination of \$5,000 each or any integral multiple thereof of a single maturity. The Bonds shall mature on February 1 in the years and amounts set forth below, and shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue until paid or duly called for mandatory redemption, if herein provided, at the rates per annum set forth below opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
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In the Terms of Proposal, the District reserved the right, after proposals were opened and prior to award, to increase or decrease the principal amount of the Bonds offered for sale

or the amount of any individual maturity, with the increase or decrease to occur in multiples of \$5,000 in any of the maturities. The amounts specified above are hereby adopted and approved as so adjusted. The Bonds maturing in the years \_\_\_\_\_ and \_\_\_\_\_ are term bonds subject to mandatory redemption in the years and amounts specified in Paragraph 2.04(b).

These maturities, together with the maturities of all other outstanding general obligation bonds of the Issuer, meet the requirements of Minnesota Statutes, Section 475.54.

**2.02 Interest Payments.** Interest shall be payable semiannually on each February 1 and August 1 to maturity (each an "Interest Payment Date"), commencing February 1, 2018. Interest will be calculated on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the MSRB. Interest will be payable in the manner set forth in the form of Global Certificate or Replacement Bond and Paragraph 4.06 of this resolution.

**2.03 Use of Global Book-Entry System.**

**(a) Description of System.** In order to issue obligations in "global book-entry form", the obligations are issued in certificated form in large denominations, are registered on the books of the Issuer in the name of a depository or its nominee, and are immobilized and held in safekeeping by the depository. The depository, as part of the computerized National Securities Clearance and Settlement System (the "National System"), registers transfers of ownership interests in the obligations by making computerized book entries on its own books and distributing payments on the obligations to its participants shown on its books as the owners of such interests. These participants, which include financial institutions for whom the depository effects book-entry transfers of securities deposited and immobilized with the depository, and other banks, brokers and dealers participating in the National System will do likewise if not the beneficial owners of the obligations.

**(b) Designation of Depository; Approval of Blanket Issuer Letter of Representations.** Depository Trust Company ("DTC") of New York, New York, a Securities and Exchange Commission designated depository, a limited purpose New York trust company, a member of the Federal Reserve System, and a "clearing corporation" within the meaning of the New York Uniform Commercial Code, is hereby designated as the depository (the "Depository") with respect to the Bonds issued hereunder in global book-entry form. There has been submitted to this Board a form of letter of representations (the "Blanket Issuer Letter of Representations") between the Issuer and the Depository setting forth various matters relating to the Depository and its role with respect to the Bonds. This Blanket Issuer Letter of Representations is hereby approved. The Chair or the Clerk is hereby authorized and directed to execute the Blanket Issuer Letter of Representations in substantially the form attached hereto as EXHIBIT C, if such a letter of representations has not already been executed, with only such variations therein as may be required to complete the Blanket Issuer Letter of Representations, or which are not, in the opinion of Bond Counsel, materially adverse to the interests of the Issuer. Execution of the Blanket Issuer Letter of Representations by such

official shall be conclusive evidence as to the necessity and propriety of such changes and their approval by Bond Counsel. So long as DTC is the Depository or it or its nominee is the Holder of any Global Certificate, the District shall comply with the provisions of the Blanket Issuer Letter of Representations, as it may be amended or supplemented by the District from time to time with the agreement or consent of DTC.

**(c) Global Certificates.** Upon their original issuance, the Bonds will be issued in the form of a single Global Certificate for each maturity which shall represent the aggregate principal amount of the Bonds due on a particular maturity date (the "Global Certificates"). The Global Certificates will be originally issued and fully registered as to principal and interest in the name of Cede & Co., as nominee of DTC. The Global Certificates will be deposited with the Depository by the Purchaser and will be immobilized as further provided herein. No beneficial owners of interest in the Bonds will receive certificates representing their respective interests in the Bonds except as provided below in clause (e) of this Paragraph 2.03. Except as so provided, during the term of the Bonds, beneficial ownership (and subsequent transfers of beneficial ownership) of interests in the Global Certificates will be reflected by book entries made on the records of the Depository and its participants and other banks, brokers, and dealers participating in the National System. The Depository's book entries of beneficial ownership interest are authorized to be in integral increments of \$5,000, despite the larger authorized denominations of the Global Certificates. Payment of principal of, premium, if any, and interest on the Global Certificates will be made to the Bond Registrar as paying agent, and in turn by the Bond Registrar to the Depository or its nominee as registered owner of the Global Certificates. The Depository, according to the laws and rules governing it, will receive and forward such payments on behalf of the beneficial owners of the Global Certificates.

**(d) Immobilization of Global Certificates by the Depository.** Pursuant to the request of the Purchaser to the Depository, immediately upon the original delivery of the Bonds the Purchaser will deposit the Global Certificates representing all of the Bonds with the Depository. The Global Certificates shall be in typewritten form or otherwise as acceptable to the Depository, shall be registered in the name of the Depository or its nominee and shall be held immobilized from circulation at the offices of the Depository on behalf of the Purchaser and subsequent Bondholders. The Depository or its nominee will be the sole Holder of record of the Global Certificates and no investor or other party purchasing, selling or otherwise transferring ownership of interests in any Bond is to receive, hold or deliver any Global Certificates so long as the Depository holds the Global Certificates immobilized from circulation, except as provided below in clause (e) of this Paragraph 2.03.

**(e) Transfer or Exchange of Global Certificates; Substitute Depository; Replacement Bonds.**

Global Certificates evidencing the Bonds may not, after their original delivery, be transferred or exchanged except:

(i) Upon exchange of a Global Certificate after a partial redemption, if authorized in Paragraph 2.04 of this resolution;

(ii) To any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to subclause (iii) of this clause (e); provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) To a Substitute Depository designated by and acceptable to the Issuer upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the Issuer that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) of this clause (e); or

(iv) In the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two (2) months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the Issuer shall notify the Holders of its determination and of the availability of Replacement Bonds to Holders. The Issuer, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Paragraph 4.04 of this resolution.

In the event of the designation of a Substitute Depository as authorized by this clause (e), the Bond Registrar, upon presentation of the Global Certificates, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this resolution. The Blanket Issuer Letter of Representations shall not apply to the Substitute Depository unless the Issuer and the Substitute Depository so agree, and the execution of a similar agreement is hereby authorized.

**2.04 Redemption. (a) Optional Redemption.** The Bonds of this Issue are not subject to optional redemption or prepayment prior to maturity.

**(b) Mandatory Redemption.** (1) The Bonds maturing in the year \_\_\_\_ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds to be so redeemed plus interest accrued thereon to the date fixed for redemption, on February 1 in the years and principal amounts set forth below:



of the principal amount of each such Replacement Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 of principal amount for each number assigned to it and so selected. If a Replacement Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of such Replacement Bond, without service charge, a new Replacement Bond or Bonds of the same series having the same stated maturity and interest rate and of any authorized denomination or denominations, as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Replacement Bond so surrendered.

**(e) Notice of Mandatory Redemption of Global Certificates and Replacement Bonds.** The Bond Registrar shall call Bonds for redemption and payment as herein provided upon receipt by the Bond Registrar of a request of the Issuer. The request shall be in written form. The request shall specify the principal amount of Bonds to be called for redemption, the redemption date and the redemption price.

Published notice of redemption shall in each case be given in accordance with law, and mailed notice of redemption shall be given to the paying agent and to each affected Holder. If and when the Issuer shall call any of the Bonds for redemption and payment prior to the stated maturity thereof, the Bond Registrar shall give written notice in the name of the Issuer of its intention to redeem and pay such Bonds at the office of the Bond Registrar. The Notice of Redemption shall be given by first class mail, postage prepaid, mailed not less than thirty (30) days prior to the redemption date, to each Holder of Bonds to be redeemed, at the address appearing in the records of the Bond Registrar. For the purpose of giving notice of the redemption of Global Certificates, the Holder of the Global Certificates shall be the Depository or its nominee. In connection with any such notice, the "CUSIP" numbers assigned to the Bonds shall be used. All notices of redemption shall state:

- (i) The redemption date;
- (ii) The redemption price;
- (iii) If less than all outstanding Bonds are to be redeemed, the identification (and, if the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (iv) That on the redemption date, the redemption price will become due and payable upon each such Bond, and that interest thereon shall cease to accrue from and after said date; and

(v) The place where such Bonds are to be surrendered for payment of the redemption price (which shall be the office of the Bond Registrar).

### **Section 3. Form of Bonds.**

The Bonds to be issued hereunder shall be in the form of Global Certificates unless and until Replacement Bonds are made available as provided herein.

**3.01 Global Certificates.** The Global Certificates to be issued hereunder, together with the Bond Registrar's Certificate of Authentication, the Register of Partial Payments, the form of Assignment, and the registration information thereon, shall be in substantially the form set forth in EXHIBIT A hereto, which exhibit is incorporated herein by reference as though fully specified in this paragraph, and may be typewritten rather than printed.

**3.02 Replacement Bonds.** If the Issuer has notified Holders that Replacement Bonds have been made available as provided in Paragraph 2.03(e) of this resolution, then for every Bond thereafter transferred or exchanged (including an exchange to reflect the partial mandatory redemption of a Global Certificate not previously exchanged for Replacement Bonds), the Bond Registrar shall deliver a bond in the form of a Replacement Bond rather than a Global Certificate, but the Holder of a Global Certificate shall not otherwise be required to exchange the Global Certificate for one or more Replacement Bonds since the Issuer recognizes that some Holders may prefer the convenience of the Depository's registered ownership of the Bonds even though the entire issue is no longer required to be in global book-entry form. The Replacement Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereto, shall be in substantially the form set forth in EXHIBIT B hereto, which exhibit is incorporated herein by reference as though fully specified in this paragraph.

### **Section 4. Execution; Delivery; Registration.**

**4.01 Appointment of Registrar.** Bond Trust Services Corporation in Roseville, Minnesota, is appointed to act as the bond registrar and transfer agent (the "Bond Registrar") and shall do so until a successor Bond Registrar is duly appointed, all pursuant to a contract the Issuer and the Bond Registrar shall execute which is consistent herewith and which the chair and clerk are hereby authorized to execute and deliver. A successor Bond Registrar shall be a bank or trust company eligible for designation as bond registrar pursuant to Minnesota Statutes, Chapter 475. The terms of the appointment of the successor Bond Registrar and its duties shall be specified in a contract between the Issuer and such successor Bond Registrar that is consistent herewith and that the Chair and Clerk are hereby authorized to execute and deliver. The Bond Registrar, which may act through an agent, shall also serve as paying agent until and unless a successor paying agent is duly appointed. The Bond Registrar shall pay principal and interest on the Bonds to the registered Holders (or record Holder) of the Bonds in the manner set forth in the form of Global Certificate or Replacement Bond, as applicable,

and Paragraph 4.06 of this resolution. The Issuer agrees to pay the reasonable and customary charges for the services of such Bond Registrar.

**4.02 Execution of Bonds.** The Bonds shall be executed on behalf of the Issuer by the manual signatures of the Chair and Clerk of the School Board; provided, however that both of such signatures may be printed facsimiles, in which event the Bonds shall also be executed manually by the authenticating agent as provided in Minnesota Statutes, Section 475.55. In the event of disability or resignation or other absence of either such officer, the Bonds may be signed by the manual or facsimile signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if that officer had remained in office until delivery. If the Issuer has adopted a corporate seal, it shall be omitted on the Bonds as permitted by law.

**4.03 Authentication; Date of Registration.** No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless and until a Certificate of Authentication on such Bond, substantially in the form set forth in the form of Global Certificate or Replacement Bond, shall have been duly executed by the manual signature of an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate each Bond by execution of the Certificate of Authentication on the Bond and shall date each Bond in the space provided as of the date on which the Bond is registered. For purposes of delivering the original Bonds (Global Certificates) to the Purchaser, the Bond Registrar shall insert as the date of registration the date of original issue; and the executed Certificate of Authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

**4.04 Transfer or Exchange.** The Issuer will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged as herein provided.

A Global Certificate shall be registered in the name of the payee on the books of the Bond Registrar by presenting the Global Certificate for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration on the Global Certificate. Thereafter a Global Certificate may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until a Global Certificate is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and

until such transfer is registered on said books and noted thereon by the Bond Registrar, all subject to the terms and conditions provided in this resolution and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the Issuer shall execute (if necessary), and the Bond Registrar shall authenticate, date (in the space designated Date of Registration) and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any authorized denomination or denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

When any Bond is presented to the Bond Registrar for transfer, the Bond Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Bond Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

At the option of the Holder of a Replacement Bond, Replacement Bonds may be exchanged for Replacement Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Replacement Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Replacement Bonds are so surrendered for exchange, the Issuer shall execute (if necessary), and the Bond Registrar shall authenticate, date (in the space designated Date of Registration) and deliver the Replacement Bonds which the Holder making the exchange is entitled to receive. Global Certificates may not be exchanged for Global Certificates of smaller denominations.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the Issuer.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the Issuer evidencing the same debt, shall be entitled to the same benefits under this resolution as the Bonds surrendered for such exchange or transfer, and shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bonds.

Transfer of a Bond may be made on the Issuer's books by the registered owner in person or by the registered owner's attorney duly authorized in writing. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the registered owner thereof, with signature guaranteed, or by the registered owner's attorney duly authorized in writing, and shall include written instructions as to the details of the transfer of the Bond.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost bonds.

Transfers shall also be subject to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates.

**4.05 Mutilated, Lost, Stolen or Destroyed Bonds.** In case any Bond shall become mutilated or be lost, stolen or destroyed, the Bond Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon payment of the reasonable expenses and charges of the Bond Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Bond Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the Issuer and the Bond Registrar shall be named as obligees. All Bonds so surrendered to the Bond Registrar shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, lost, stolen or destroyed Bond has already matured, it shall not be necessary to issue a new Bond prior to payment.

**4.06 Interest Payments; Record Dates.** Interest on any Global Certificate shall be paid as provided in the first paragraph thereof and interest on any Replacement Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the Issuer maintained by the Bond Registrar and in each case at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The term "Holder" shall also include those lawfully entitled to take actions on behalf of the beneficial owners of the Bonds for purposes of any consent or approvals given by Holders.

If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the

next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

**4.07 Persons Deemed Owners.** The Issuer and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in Paragraph 4.06 above), on such Bond and for all other purposes whatsoever, whether or not such Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

For the purposes of all actions, consents and other matters affecting Holders of Bonds issued under this Resolution as from time to time supplemented, other than payments, redemptions, and purchases, the Issuer may (but shall not be obligated to) treat as the Holder of a Bond the beneficial owner of the Bond instead of the person in whose name the Bond is registered. For that purpose, the Issuer may ascertain the identity of the beneficial owner of the Bond by such means as the Bond Registrar in its sole discretion deems appropriate, including but not limited to a certificate from the Depository or other person in whose name the Bond is registered identifying such beneficial owner.

**4.08 Delivery.** The Bonds when so prepared and executed shall be delivered by the Treasurer of the Issuer to the Purchaser thereof upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

## **Section 5. Creation of Fund and Tax Levies.**

**5.01 Fund.** There is hereby created within the Debt Redemption Fund of the Issuer a special fund to be designated "General Obligation Alternative Facilities Refunding Bonds, Series 2017A Fund" (the "Fund") to be held and administered by the Treasurer separate and apart from all other funds of the Issuer. The Fund shall be maintained in the manner herein specified until all of the Refunded Bonds and the Bonds herein authorized and the interest thereon have been fully paid. There shall be maintained in the Fund two separate accounts to be designated the "Escrow Account" and the "Debt Service Account," respectively.

**(a) Escrow Account.** The proceeds of the sale of the Bonds herein authorized, less any accrued interest received thereon and any premium or unused discount (unless used to help fund the Escrow Account), and less such Bond proceeds (if any) as may be used to pay issuance expenses, plus \$\_\_\_\_\_ of funds hereby transferred from the Debt Redemption Fund of the Issuer, plus other available funds of the Issuer (estimated at \$\_\_\_\_\_) as may be required to adequately fund the Escrow Account for the purposes set forth in this subparagraph, are hereby pledged and appropriated and shall be credited to the Escrow Account. The Escrow Account shall be maintained as an escrow account with U.S. Bank National Association in St. Paul, Minnesota (the "Escrow Agent"), a suitable banking

institution within the State, whose deposits are insured by the Federal Deposit Insurance Corporation and whose combined capital and surplus is not less than \$500,000. The Escrow Account shall be invested in securities maturing or callable at the option of the Holder on such dates and bearing interest at such rates as shall be required to provide sufficient funds, together with any cash or other funds retained in the Escrow Account, to pay the interest on each Refunded Bond from May 18, 2017 to and including February 1, 2018, on which date it is called for redemption as herein provided, and to pay the outstanding principal amount on each Refunded Bond when called for redemption and prior payment on February 1, 2018. The monies in said Escrow Account shall be used solely for the purposes herein set forth and for no other purpose, except that any surplus in said Escrow Account may be remitted to the Issuer, all in accordance with an agreement (the "Escrow Agreement"), between the Issuer and Escrow Agent, a form of which agreement is on file in the office of the Clerk. Any monies remitted to the Issuer upon termination of the Escrow Agreement shall be deposited in the Debt Service Account.

The firm of Barthe & Wahrman, Bloomington, Minnesota, independent public accountants, is hereby authorized and directed to verify that the deposits in the Escrow Account for the Refunded Bonds will be sufficient to meet the payments of the interest on the Refunded Bonds from May 18, 2017 to and including February 1, 2018, as specified herein, and the redemption on February 1, 2018 of the outstanding principal of all Refunded Bonds having stated maturities on or after February 1, 2019, and to make such calculations as may be necessary for the purpose of determining compliance with Section 148 of the Code.

**(b) Debt Service Account.** There is hereby pledged and appropriated and there shall be credited to the Debt Service Account upon issuance of the Refunding Bonds (i) all taxes herein levied and extended; (ii) all accrued interest received upon delivery of the Refunding Bonds (unless used to fund the Escrow Account); and (iii) any premium or unused discount (unless used to fund the Escrow Account). The Debt Service Account shall be used solely to pay the principal and interest on the Refunding Bonds, and the principal and interest on any bonds heretofore or hereafter authorized and made payable from said account as provided by law. If any payment of principal and interest on the Refunding Bonds shall become due and there is not sufficient money in the Debt Service Account or the Debt Redemption Fund generally to make such payment, the Treasurer shall pay the same from the General Fund of the Issuer and the General Fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of such Bonds.

**5.02 Escrow Agreement.** The School Board has investigated the facts and hereby finds and determines that the Escrow Agent is a suitable institution to act as escrow agent, and is qualified within the meaning of the provisions of Minnesota Statutes, Section 475.67, Subdivision 5. On or prior to the delivery of the Refunding Bonds, the Chair and the Clerk are hereby authorized and directed to execute on behalf of the Issuer an Escrow Agreement in substantially the form presented to this Board. All essential terms and conditions of such Escrow Agreement are hereby approved and adopted and made a part of this resolution, and

the Issuer covenants that it will promptly enforce all provisions thereof in the event of default thereunder by the Escrow Agent. The Escrow Agreement is irrevocable and the Issuer hereby covenants to perform the terms and conditions thereof as long as the Refunded Bonds are outstanding. The Issuer agrees to pay the reasonable fees of the Escrow Agent and the other issuance expenses specified in the Escrow Agreement.

**5.03 Purchase of Securities.** Securities purchased from the monies in the Escrow Account shall be limited to securities set forth in Minnesota Statutes, Section 475.67, and any amendments or supplements thereto. Securities purchased from the Escrow Account shall be purchased simultaneously with the delivery of the Bonds. The Treasurer or anyone designated by him to act in the Treasurer's behalf, is hereby authorized and directed to purchase the appropriate securities from the proceeds of the Bonds in accordance with the provisions of this resolution and to execute all such documents (including the appropriate subscription form) required to effect the purchase of said securities. As used in paragraphs 5.01 to 5.03 of this resolution and in the escrow agreement, the term "securities" includes securities defined in Minnesota Statutes, Section 475.67, subdivision 8, and investment contracts or similar agreements with a bank or insurance company meeting the requirements of Minnesota Statutes, Section 118A.05, subdivision 5.

#### **5.04 Cancellation of Levies.**

**Cancellation.** The School Board finds, determines and certifies that the proceeds of the sale of the Refunding Bonds, together with other funds available and appropriated to the Escrow Account for said purpose, will be sufficient to pay when called for redemption the outstanding principal of and interest and premium, if any, due on the Refunded Bonds on and after February 1, 2019. Accordingly, upon Bond closing, the County Auditors of each county in which the Issuer is located in whole or in part are hereby authorized and directed, to the extent and in the manner permitted by law, to cancel forthwith or if necessary from year to year the taxes levied in said January 22, 2008 resolution in the years 2017 payable 2018 through 2026 payable 2027 as they relate to payment of principal and interest on the 2019 to 2028 maturities of the Refunded Bonds.

**5.05 Pledge of Full Faith and Credit; Tax Levies.** For the prompt and full payment of the principal of and interest on the Refunding Bonds as the same respectively become due, the full faith and credit and taxing powers of the Issuer shall be and are hereby irrevocably pledged. In order to provide the moneys for the payment thereof required by Minnesota Statutes, Section 475.61, there is hereby levied upon all of the taxable property in the Issuer a direct annual ad valorem tax which shall be spread upon the tax rolls, as a part of other general taxes of the Issuer, for collection in the years 2017 payable 2018 through 2026 payable 2027 and in the amounts as specified on the levy computation sheet attached hereto as EXHIBIT D and incorporated herein by reference as though fully specified in this paragraph.

The tax levies provided in this paragraph and those confirmed in Paragraph 5.04 are such that if collected in full they, together with amounts available under the Escrow Agreement and with estimated collections of other revenues herein pledged for the payment of the Refunding Bonds (other than cash on hand) will produce at least five percent (5%) in excess of the amounts needed to meet when due the principal and interest payments on the Refunding Bonds, except for interest payable hereunder from cash on hand on the date of Bond closing and pledged for such purpose.

Said tax levies shall be irrevocable as long as any of said Refunding Bonds are outstanding and unpaid, provided that the Issuer reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

**5.06 Investment Restrictions.** No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent (5%) of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Fund (or any other District account which will be used to pay principal or interest to become due on the Bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage restrictions may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in those funds shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

**5.07 Redemption of Refunded Bonds.** The Refunded Bonds which mature in 2019 and thereafter shall be redeemed and prepaid on February 1, 2018, in accordance with the terms and conditions of the Notice of Call for Redemption attached hereto as EXHIBIT E, which terms and conditions are hereby approved and incorporated herein by reference. The Notice of Call for Redemption shall be mailed to the Paying Agent for and the registered owners of the Refunded Bonds not less than thirty (30) and not more than sixty (60) days before the redemption date. The form of Notice of Call may contain such additional information or different provisions concerning the redemption as may be requested by the paying agent for the Refunded Bonds or the Escrow Agent.

In addition, the District shall cause notice of redemption to be given no later than thirty (30) days after issuance of the Bonds in compliance with Minnesota Statutes, Section 475.67, Subdivision 7 and shall cause the Escrow Agent to give notice as required by Minnesota Statutes, Section 475.67, Subdivision 10 at the times and in the manner specified herein.

**5.08 Refunded Bonds; Security.** Until retirement of the Refunded Bonds, all provisions theretofore made for the security thereof shall be observed by the District and all of its officers and agents.

**5.09 Supplemental Resolution.** The resolutions of the School Board authorizing the issuance of the Refunded Bonds are hereby supplemented to the extent necessary to give effect to the provisions of this resolution.

## **Section 6. Rebate to the United States.**

**6.01 Calculation and Payment.** The Issuer acknowledges and confirms that maintenance of the tax exempt status of interest on the Bonds is dependent, among other things, on compliance with the arbitrage requirements set forth in Section 148 of the Code and regulations promulgated thereunder. The Issuer agrees to make such calculations and to make such rebate payments to the United States as and when required by said Section 148 and the regulations promulgated thereunder. In construing this Section 6, all terms used herein shall have the meanings provided in Section 148 of the Code and the regulations promulgated thereunder.

**6.02 Opinion of Counsel.** Notwithstanding any other provision of this Section 6, any requirement imposed hereunder or under Paragraph 5.06 hereof may be deemed inapplicable and of no force or effect if an opinion of Counsel is rendered to the Issuer by nationally recognized Bond Counsel to the effect that the failure to impose such requirement will not adversely affect the tax exempt status of interest on the Bonds.

**6.03 Rebate Obligations; Refunded Bonds.** The District's obligations relating to rebate calculations and payments on the Refunded Bonds shall continue in full force and effect.

## **Section 7. Certifications, Designations, Defeasance, Arbitrage Reporting.**

**7.01 Filing of Resolution; County Auditor Certificate.** The Clerk is hereby authorized and directed to file with the County Auditor of each county in which the Issuer is located in whole or in part a certified copy of this resolution, together with such other information as said County Auditor shall require, and to obtain from said County Auditor a certificate that the tax required by law for the payment of said Bonds has been levied, and that said Bonds have been entered upon the County Auditor's Bond Register.

**7.02 Defeasance.** When all of the Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution shall cease. The Issuer may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The Issuer

may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with the Bond Registrar, for the purpose of paying all principal and interest due on such Bonds to maturity, or if prepayable, to an earlier date on which they may be called for mandatory redemption, a sum of cash or securities of the types described in Minnesota Statutes, Section 475.67, as amended, in such aggregate amount, bearing interest at such rates and maturing or callable at the Issuer's option on such dates as shall be required to provide funds sufficient for this purpose.

**7.03 Designation as Qualified Tax-Exempt Obligations.** The Board finds that the reasonably anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the Issuer during calendar year 2017 will not exceed \$10,000,000. The Bonds of this issue are hereby designated as "Qualified Tax-Exempt Obligations" for the purposes of Section 265 of the Code relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

**7.04 Authentication of Transcript.** The officers of the Issuer and each said County Auditor are hereby authorized and requested to prepare and furnish to the Purchaser of said Bonds, and to the attorneys approving legality of the issuance thereof, certified copies of all proceedings and records of the Issuer relating to said Bonds and to the financial condition and affairs of the Issuer, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of said Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the Issuer as to the facts recited therein.

**7.05 Covenant to Continue Tax Exemption.** The Issuer covenants and agrees with the Holders from time to time of the Bonds herein authorized, that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest payable on the Bonds to become subject to taxation under the United States Internal Revenue Code, the regulations promulgated thereunder, or any other applicable federal tax law or regulation; and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within its powers which may be necessary to insure that such interest will not become subject to taxation under the Internal Revenue Code. The term "Internal Revenue Code" or "Code" as used herein includes the Internal Revenue Code of 1986, as amended, and all regulations, amended regulations and proposed regulations issued thereunder, as now existing, or as hereafter amended or proposed.

**7.06 Arbitrage Certification.** The Chair and School District Clerk, being the officers of the Issuer charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver to the Purchaser an arbitrage certification in order to satisfy the provisions of the Code and the regulations promulgated thereunder.

**7.07 Official Statement.** The Official Statement relating to the Bonds, on file with the Clerk and presented to this meeting, is hereby approved and deemed final, and the furnishing thereof to prospective purchasers of the Bonds is hereby ratified and confirmed, insofar as the same relates to the Bonds and the sale thereof.

**7.08 Information Reporting.** For purposes of compliance with the provisions of Section 149(e) of the Code, the Issuer shall submit to the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, a statement concerning the Bond issue which meets the requirements of Section 149(e) (2).

**7.09 Payment of Issuance Expenses.** The District authorizes the Escrow Agent to pay Issuance Expenses from the Bond proceeds on the closing date.

**7.10 Continuing Disclosure.** The Chair and the School District Clerk are authorized and directed to execute and deliver a Continuing Disclosure Certificate to assist the Participating Underwriters in complying with SEC Rule 15c2-12(b)(5) for full disclosure (The "Rule"). The Continuing Disclosure Certificate shall be entered into for the benefit of the Holders of the Bonds and shall constitute the written undertaking required by the Rule to provide or cause to be provided to the MSRB, in an electronic format through the use of the Electronic Municipal Market Access system ("EMMA"), the annual financial information specified therein and to give notice of the occurrence of the Listed Events specified therein, each in the manner specified therein, as required by the Rule. The provisions of the Continuing Disclosure Certificate are incorporated herein as though fully specified in this paragraph.

The motion for the adoption of the foregoing resolution was duly seconded by

Member \_\_\_\_\_, and upon vote being taken

thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

**EXHIBIT A  
(FORM OF GLOBAL CERTIFICATE)**

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
RAMSEY AND WASHINGTON COUNTIES  
INDEPENDENT SCHOOL DISTRICT NO. 622  
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)

R- \$ \_\_\_\_\_

GENERAL OBLIGATION ALTERNATIVE FACILITIES REFUNDING  
BOND, SERIES 2017A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
		MAY 18, 2017	

REGISTERED OWNER: CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

**KNOW ALL PERSONS BY THESE PRESENTS** that Independent School District No. 622, State of Minnesota, a duly organized and existing independent school district, whose administrative offices are located in North St. Paul, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above or on the Certificate of Registration attached hereto, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above or, if this Bond is subject to mandatory redeemable as stated below, on a date prior thereto on which it shall have been duly called for mandatory redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") commencing February 1, 2018 at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable by wire transfer (or other agreed means of payment) on each payment date no later than 12:00 noon (New York, New York time) upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer; provided, however, that upon a mandatory redemption of this Bond which results in the stated amount

hereof being reduced, the Holder may in its discretion be paid without presentation of this Bond, and may make a notation on the panel provided herein of such redemption, stating the amount so redeemed, or may return the Bond to the Bond Registrar in exchange for a new Bond in the proper principal amount. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of this Bond outstanding, unless the Bond Registrar has signed the appropriate column of the panel. Interest on this Bond will be paid on each Interest Payment Date (by 12:00 noon, New York, New York time) by wire transfer (or other agreed means of payment) to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

**Date of Payment Not Business Day.** If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

**Optional Redemption.** The Bonds of this Issue are not subject to optional redemption or prepayment prior to maturity.

**Mandatory Redemption.** The Bonds maturing in the year \_\_\_\_ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

The Bonds maturing in the year \_\_\_\_ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below :

<u>Year</u>	<u>Amount</u>
	\$

Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, the Global Certificates to be prepaid may be prepaid in \$5,000 increments of principal and, if applicable, the specific Replacement Bonds to be prepaid shall be chosen by lot by the Bond Registrar as provided below. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

**Notice of Mandatory Redemption.** Published notice of mandatory redemption shall in each case be given in accordance with law, and mailed notice of mandatory redemption shall be given to the paying agent and to each affected Holder of the Bonds. For this purpose, the Depository shall be the "Holder" as to Bonds registered in the name of the Depository or its nominee. In the event any of the Bonds are called for mandatory redemption, written notice thereof will be given by first class mail, postage prepaid, mailed not less than thirty (30) days prior to the redemption date to each Holder of Bonds to be redeemed, at the address appearing in the records of the Bond Registrar. In connection with any such notice, the "CUSIP" numbers assigned to the Bonds shall be used.

**Replacement or Notation of Bonds After Partial Redemption.** Upon a partial redemption of this Bond which results in the stated amount hereof being reduced, the Holder may in its discretion make a notation on the panel provided herein of such redemption, stating the amount so redeemed. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of this Bond outstanding, unless the Bond Registrar has signed the appropriate column of the panel. Otherwise, the Holder may surrender this Bond to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of this Bond, without service charge, a new Bond of the same Issue having the same stated maturity and interest rate and of the authorized denomination in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

**Issuance; Purpose.** This Bond is one of an issue in the total aggregate principal amount of \$\_\_\_\_\_. The Bonds are all of like date of original issue and tenor, except as to number, denomination, maturity, redemption privilege and interest rate. All are issued to provide funds to refund in advance of their stated maturities, all of the Bonds maturing in the years 2019 to 2028, aggregating \$6,750,000 in principal amount, of the Issuer's General Obligation Alternative Facility Bonds, Series 2008A, bearing a date of original issue of February 1, 2008 (the "Refunded Bonds"), and to provide funds to pay the interest payments on the Refunded Bonds from May 18, 2017 to and including February 1, 2018 and to pay the principal amounts being called on the 2019 to 2028 maturities of the Refunded Bonds on said Call Date. All are issued pursuant to resolutions duly adopted by the School Board and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling. The Refunded Bonds were originally issued to provide funds for the acquisition and betterment of projects included in the District's ten-year facility plan as approved by the Commissioner pursuant to Minnesota Statutes, Section 123B.59. The Refunded Bonds have not previously been refunded

**General Obligation.** This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

**Minnesota School District Credit Enhancement Program.** The Issuer has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 and to use the provisions of that statute to guarantee the payment of the principal and interest on the Bonds when due.

**Denominations; Exchange; Resolution.** The Bonds are issuable originally only as Global Certificates in the denomination of the entire principal amount of the issue maturing on a single date. Global Certificates are not exchangeable for fully registered Bonds of smaller denominations except in the event of a partial redemption as above provided or in exchange for Replacement Bonds if then available. Replacement Bonds, if made available as provided below, are issuable solely as fully registered Bonds in the denomination of \$5,000 and integral multiples thereof of a single maturity and are exchangeable for fully registered Bonds of other denominations in equal aggregate principal amounts and in authorized denominations at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

**Replacement Bonds.** Replacement Bonds may be issued by the Issuer in the event that (a) Depository Trust Company ("DTC") of New York, New York (the "Depository") shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two (2) months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described

in the Resolution might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds. The Issuer shall notify the Holders of its determination and of the availability of Replacement Bonds to Holders.

**Transfer.** This Bond shall be registered in the name of the payee on the books of the Issuer by presenting this Bond for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Bond may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until this Bond is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar.

**Fees upon Transfer or Loss.** The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

**Treatment of Registered Owner.** The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

**Authentication.** This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar by the manual signature of one of its authorized representatives.

**Qualified Tax-Exempt Obligations.** The Bonds of this issue have been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

**IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED** that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as so required; that the Issuer has appropriated the proceeds of the

Bonds of this issue, other than the portion thereof appropriated for issuance expenses, together with such other legally available funds of the Issuer as may be required, and has held such proceeds as cash or invested such money in securities authorized for such investment pursuant to Minnesota Statutes, Section 475.67, in such amounts, maturing on such dates, and bearing interest at such rates as are required to provide funds sufficient to pay the interest when due on the Refunded Bonds from May 18, 2017 to and including February 1, 2018 and to pay all outstanding principal due on the Refunded Bonds when called for redemption and prior payment on February 1, 2018, and has irrevocably placed such funds and securities in escrow in a qualified bank for this purpose; that prior to the issuance hereof, a direct, annual irrevocable ad valorem tax has been duly levied upon all taxable property in the Issuer in the years and amounts required by law; that, if necessary for payment of principal of and interest on the Bonds of this issue, additional ad valorem taxes may be levied upon all taxable property in the Issuer without limitation as to rate or amount; and that the issuance of this Bond on the date of original issue hereof and the date of its actual original issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

**IN WITNESS WHEREOF**, Independent School District No. 622 (North St. Paul-Maplewood-Oakdale), State of Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair and Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

Date of Registration:  
May 18, 2017

BOND REGISTRAR'S  
CERTIFICATE OF  
AUTHENTICATION

This Bond is one of  
the Bonds described  
in the within mentioned  
Resolution.

BOND TRUST SERVICE  
CORPORATION  
Bond Registrar

By \_\_\_\_\_  
Authorized Signature

Registrable by:  
BOND TRUST SERVICES CORPORATION  
ROSEVILLE, MINNESOTA

Payable at:  
BOND TRUST SERVICES CORPORATION  
ROSEVILLE, MINNESOTA

INDEPENDENT SCHOOL DISTRICT NO. 622  
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)  
NORTH ST. PAUL, MINNESOTA

/s/ (Facsimile)  
\_\_\_\_\_

/s/ (Facsimile)  
\_\_\_\_\_

**CERTIFICATE OF REGISTRATION**

The transfer of ownership of the principal amount of the attached Bond may be made only by the registered owner or the registered owner's legal representative last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Bond Registrar</u>
<u>May 18, 2017</u>	Cede & Co. P. O. Box 222 Bowling Green Station <u>New York, NY 10274</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## REGISTER OF PARTIAL PAYMENTS

The principal amount of the attached Bond has been mandatorily redeemed and prepaid on the dates and in the amounts noted below:

<u>Date</u>	<u>Amount</u>	<u>Signature of Bondholder</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If a notation is made on this register, such notation has the effect stated in the attached Bond. Partial payments do not require the presentation of the attached Bond to the Bond Registrar, and a Holder could fail to note the partial payment here.

## ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

---

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common
UTMA	-	_____ CUSTODIAN _____ (Cust) (Minor)

Under Uniform Transfers to Minors Act

---

(State)

Additional abbreviations may also be used though not in the above list.

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Include information for all joint owners if the Bond is held by joint account.)

Please insert Social Security or other Tax Identification Number of Transferee.

**EXHIBIT B**

**(FORM OF REPLACEMENT BOND)**

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
RAMSEY AND WASHINGTON COUNTIES  
INDEPENDENT SCHOOL DISTRICT NO. 622  
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)

R- \$ \_\_\_\_\_

GENERAL OBLIGATION ALTERNATIVE FACILITIES REFUNDING  
BOND, SERIES 2017A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
--------------------------	--------------------------	-----------------------------------	--------------

MAY 18, 2017

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

**KNOW ALL PERSONS BY THESE PRESENTS** that Independent School District No. 622, State of Minnesota, a duly organized and existing independent school district, whose administrative offices are located in North St. Paul, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above or, if this Bond is subject to mandatory redemption as stated below, on a date prior thereto on which it shall have been duly called for mandatory redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") commencing February 1, 2018, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation, Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such

Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

**REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE SIDE HEREOF, WHICH PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.**

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by the manual signature of one of its authorized representatives.

**IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED** that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as so required; that the Issuer has appropriated the proceeds of the Bonds of this issue, other than the portion thereof appropriated for issuance expenses, together with such other legally available funds of the Issuer as may be required, and has held such proceeds as cash or invested such money in securities authorized for such investment pursuant to Minnesota Statutes, Section 475.67, in such amounts, maturing on such dates, and bearing interest at such rates as are required to provide funds sufficient to pay a portion of the interest when due on the Refunded Bonds from May 18, 2017 to and including February 1, 2018 and to pay all outstanding principal due on the Refunded Bonds when called for redemption and prior payment on February 1, 2018, and has irrevocably placed such funds and securities in escrow in a qualified bank for this purpose; that prior to the issuance hereof, a direct, annual irrevocable ad valorem tax has been duly levied upon all taxable property in the Issuer in the years and amounts required by law; that, if necessary for payment of principal of and interest on the Bonds of this issue, additional ad valorem taxes may be levied upon all taxable property in the Issuer without limitation as to rate or amount; and that the issuance of this Bond on the date of original issue hereof and the date of its actual original issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

**IN WITNESS WHEREOF**, Independent School District No. 622 (North St. Paul-Maplewood-Oakdale), State of Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair and the Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

Date of Registration:  
\_\_\_\_\_

BOND REGISTRAR'S  
CERTIFICATE OF  
AUTHENTICATION

This Bond is one of  
the Bonds described  
in the within mentioned  
Resolution.

BOND TRUST SERVICE  
CORPORATION  
Bond Registrar

By \_\_\_\_\_  
Authorized Signature

Registrable by:  
BOND TRUST SERVICES CORPORATION  
ROSEVILLE, MINNESOTA

Payable at:  
BOND TRUST SERVICES CORPORATION  
ROSEVILLE, MINNESOTA

INDEPENDENT SCHOOL DISTRICT NO. 622  
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)  
NORTH ST. PAUL, MINNESOTA

/s/ (Facsimile) \_\_\_\_\_  
Chair

/s/ (Facsimile) \_\_\_\_\_  
Clerk

**ON REVERSE OF BOND**

**Date of Payment Not Business Day.** If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

**Optional Redemption.** The Bonds of this Issue are not subject to optional redemption or prepayment prior to maturity.

**Mandatory Redemption.** The Bonds maturing in the year \_\_\_\_ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

The Bonds maturing in the year \_\_\_\_ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, the Global Certificates to be prepaid may be prepaid in \$5,000 increments of principal and, if applicable, the specific Replacement Bonds to be prepaid shall be chosen by lot by the Bond Registrar as provided below. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

**Issuance; Purpose.** This Bond is one of an issue in the total aggregate principal amount of \$\_\_\_\_\_. The Bonds are all of like date of original issue and tenor, except as to number, denomination, maturity, redemption privilege and interest rate. All are issued to provide funds to refund in advance of their stated maturities, all of the Bonds maturing in the years 2019 to 2028, aggregating \$6,750,000 in principal amount, of the Issuer's General Obligation Alternative Facility Bonds, Series 2008A, bearing a date of original issue of February 1, 2008 (the "Refunded Bonds"), and to provide funds to pay the interest payments on the Refunded Bonds from May 18, 2017 to and including February 1, 2018 and to pay the principal amounts being called on the 2019 to 2028 maturities of the Refunded Bonds on said Call Date. All are issued pursuant to resolutions duly adopted by the School Board and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling. The Refunded Bonds were originally issued to provide funds for the acquisition and betterment of projects included in the District's ten-year facility plan as approved by the Commissioner pursuant to Minnesota Statutes, Section 123B.59. The Refunded Bonds have not previously been refunded.

**General Obligation.** This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

**Minnesota School District Credit Enhancement Program.** The Issuer has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 and to use the provisions of that statute to guarantee the payment of the principal and interest on the Bonds when due.

**Denominations; Exchange; Resolution.** The Bonds are issuable solely as fully registered Bonds in the denomination of \$5,000 and integral multiples thereof of a single maturity and are exchangeable for fully registered bonds of other denominations in equal aggregate principal amounts and in authorized denominations at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

**Transfer.** This Bond is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an authorized denomination, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity, and bearing interest at the same rate.

**Fees Upon Transfer or Loss.** The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

**Treatment of Registered Owner.** The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

**Qualified Tax-Exempt Obligations.** The Bonds of this issue have been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

## ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

---

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common
UTMA	-	_____ CUSTODIAN _____ (Cust) (Minor)

Under Uniform Transfers to Minors Act

---

(State)

Additional abbreviations may also be used though not in the above list.

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Include information for all joint owners if the Bond is held by joint account.)

Please insert Social Security or other Tax Identification Number of Transferee.

[Empty rectangular box for Social Security or Tax Identification Number]

**EXHIBIT C**  
**BLANKET ISSUE LETTER OF REPRESENTATIONS**

C-1

**EXHIBIT D**  
**LEVY COMPUTATION SHEET**

<u>Levy Year</u>	<u>Collection Year</u>	<u>Amount</u>
2017	2018	
2018	2019	
2019	2020	
2020	2021	
2021	2022	
2022	2023	
2023	2024	
2024	2025	
2025	2026	
2026	2027	

**EXHIBIT E**

NOTICE OF CALL FOR REDEMPTION  
\$6,750,000  
GENERAL OBLIGATION ALTERNATIVE FACILITY BONDS, SERIES 2008A  
DATED: FEBRUARY 1, 2008

INDEPENDENT SCHOOL DISTRICT NO. 622  
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)  
RAMSEY AND WASHINGTON COUNTIES  
STATE OF MINNESOTA

NOTICE IS HEREBY GIVEN that, by order of the School Board of Independent School District No. 622 (North St. Paul-Maplewood-Oakdale), Ramsey and Washington Counties, Minnesota, there have been called for redemption and prepayment on February 1, 2018 those outstanding bonds of the School District designated as General Obligation Alternative Facility Bonds, Series 2008A, dated February 1, 2008, as the date of original issue, totaling \$6,750,000 in principal amount, and having the following stated maturity dates and CUSIP numbers:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>
February 1, 2019	\$530,000	662140 5N8
February 1, 2020	\$620,000	662140 5P3
February 1, 2021	\$585,000	662140 5Q1
February 1, 2022	\$615,000	662140 5R9
February 1, 2023	\$645,000	662140 5S7
February 1, 2024	\$680,000	662140 5T5
February 1, 2025	\$710,000	662140 5U2
February 1, 2028	\$2,365,000	662140 5X6

Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment to Northland Trust Services, Inc., on or before February 1, 2018 by submitting said bonds along with a completed W-9 form to the following addresses:

**BY MAIL, IN PERSON  
COURIER SERVICE OR  
OVERNIGHT MAIL:**

Northland Trust Services Inc.  
45 South 7<sup>th</sup> Street, Suite 2000  
Minneapolis, MN 55402

If the Holder requests payment of principal and/or interest via wire transfer, please be advised there is a wire transfer fee which will be deducted from the payment.

Dated: April 25, 2017

BY ORDER OF THE SCHOOL BOARD

/s/

---

School District Clerk  
Independent School District No. 622  
(North St. Paul-Maplewood-Oakdale)  
North St. Paul, Minnesota

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

\*The paying agent shall not be responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness as indicated in the Notice of Call for Redemption. It is included solely for the convenience of the holders.

Additional information may be obtained from: Ehlers & Associates, Inc., 3060 Centre Pointe Drive, Roseville, MN 55113, (651) 697-8500.



VIII. B. 1. TERMINATION OF PROBATIONARY TEACHERS

The individuals named in the following resolution are teachers who have probationary status in the district and who are proposed for termination for the 2017-2018 school year. Approval of this resolution requires a majority roll call vote.

Therefore, the Director of Human Resources recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622 that pursuant to Minnesota Statutes, the teaching contracts of the following probationary teachers are hereby terminated at the close of the 2016-2017 school year and are not renewed for the 2017-2018 school year:

**K-5**

**Teacher/FTE**

Bomgren, Amanda - .49  
Brown, Amy - .55  
Bruno, Anita - 1.0  
Cooley, Katie - .49  
Drechsel, Krista - .49  
Gleason, Margaret - 1.0  
Gustafson, Leah - 1.0  
Hegg-Sylvester, Sonni - .90  
Herzog, Barbara - .41  
Johnson, Adam - 1.0  
Kolberg, Lori - .45  
LeTourneau, Katie - 1.0  
Oberding, Brenda - .49  
Pavek, Nancy - .49  
Pfenning, Kim - .49

**Total FTE: 10.25**

**6-12**

**Teacher/FTE**

Clegg, Paula - .80  
Franks, Alexander - 1.0  
Golden, Jamie - .60  
Halsten, Margaret - .10  
Jacobsen, Lesa - .50  
Jaen, Elizabeth - .60

Maveus, Kolleen - .20  
Overson, Sandi - 1.0

**Total FTE: 4.80**

## Student Services

### Teacher/FTE

Alvarez, Alex - 1.0  
Aurand, Robert - .80  
Blesi, Molly - 1.0  
Brown, Jill - 1.0  
Butwin, Sally - 1.0  
Conniff, Benjamin - 1.0  
Cwengros, Bridget - .20  
Johnson, Sara - 1.0  
Hansen, Amy - 1.0  
Holmberg, Neil - 1.0  
Macheledt, Susan - 1.0  
Morley, Emily - .25  
Nesselhuf, Alicia - .50  
Ross, Candice - 1.0  
Russell, McKinzie - 1.0  
Scheidler, Jerome - 1.0  
Strasser, Kelly - 1.0  
Torrez, Dan - 1.0  
Weiler, Stefanie - 1.0  
Valentine, Lisa - 1.0  
Venkataraman, Shuba - .20

**Total FTE: 17.95**

MOTION:

SECOND:

VIII. B. 2. CONTRACT FOR HEALTH/HOSPITALIZATION INSURANCE

The District is in the final year of a two year agreement with HealthPartners and will be entering the fifth year of participating in the self-funding model. By going self-funded the District has been able to manage its health insurance costs more effectively and given itself more flexibility. In accordance with the Minnesota Statute Health Insurance Transparency Act (HITA), the District took the health insurance plan (stop loss insurance, fixed costs and management of claims) out to bid. The District Insurance Committee reviewed the proposals and recommends accepting the two year HealthPartners proposal effective July 1, 2017.

Additionally, in regards to setting the budget rates for July 1, 2017, the District Insurance Committee has evaluated the utilization data, consulted with experts and considered options regarding the utilization of the District Self-Insured Health Fund. The final recommendation is for an overall 1.8% budget rate increase.

Effective July 1, 2018 the high deductible health plan options are as follows: NationalONE VEBA 1150 (Nutrition Services); NationalONE VEBA 2000 (Teachers); NationalONE HSA 2600 (Clerical, Custodian/Drivers, Educational Assistants, Non-Units, Paraprofessionals, and Principals); NationalONE HDHP 6200 (All bargaining units).

The premium for the Medicare Supplement plan for District retirees, the HealthPartners Freedom plan, will have a rate decrease for 2017-18 of 1.3%.

Therefore, the Director of Human Resources recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District 622 that the School Board approves the two year contract with HealthPartners per the attached fixed cost fees and approves the health/hospitalization insurance budget rates, for the period of July 1, 2017 through June 30, 2018 at the following monthly amounts:

NationalONE \$200-\$25 plan, a budget rate increase of 1.9%  
All bargaining units

	2016-2017	2017-2018
<u>Coverage Type</u>	<u>Budget Rate</u>	<u>Budget Rate</u>
Single Coverage	\$667.37	\$679.73
Family Coverage	\$1,728.72	\$1,761.14

NationalONE VEBA \$1150-100% plan, a budget rate increase of 2.1%  
Nutrition Services

	2016-2017	2017-2018
<u>Coverage Type</u>	<u>Budget Rate</u>	<u>Budget Rate</u>
Single Coverage	\$603.80	\$618.40
Family Coverage	\$1,559.14	\$1,591.03

NationalONE VEBA \$2000-100% plan, a budget rate increase of 1.6%  
Teachers

	2016-2017	2017-2018
<u>Coverage Type</u>	<u>Budget Rate</u>	<u>Budget Rate</u>
Single Coverage	\$564.47	\$575.70
Family Coverage	\$1,454.22	\$1,477.09

NationalONE HSA \$2600-100% plan, a budget rate increase of 1.2%  
Clerical (Local 12), Custodian/Drivers (Local 70), Education Assistants (Local 12), Non-Units, Paraprofessionals, and Principals

	2016-2017	2017-2018
<u>Coverage Type</u>	<u>Budget Rate</u>	<u>Budget Rate</u>
Single Coverage	\$509.75	\$516.09
Family Coverage	\$1,308.23	\$1,324.56

NationalONE HDHP \$6200-100% plan, a budget rate increase of 2.7%  
All employees eligible via ACA regulations

	2016-2017	2017-2018
<u>Coverage Type</u>	<u>Budget Rate</u>	<u>Budget Rate</u>
Single Coverage	\$393.35	\$403.62
Family Coverage	\$997.69	\$1,024.51

Retiree Medicare Freedom Plan, a budget rate decrease of 1.3%

	2016-2017	2017-2018
<u>Coverage Type</u>	<u>Budget Rate</u>	<u>Budget Rate</u>
Single, 65+	\$329.60	\$325.30
Family, both 65+	\$659.20	\$650.60

MOTION:

SECOND:

VIII. B. 3. CONTRACT FOR ONSITE CLINIC ADMINISTRATION

The District opened the on-site work clinic in June 2013 with the goal of lowering utilization costs, reducing time out of the classroom and improving employee wellness. In the past four years, there have been over 6,200 appointments and over 4,300 prescriptions filled at the on-site clinic. In a recent survey conducted by HealthPartners, over 71% of the respondents who've used the clinic report being "Very Satisfied" with the clinic. In the continuing effort to deliver affordable health care to its employees and to ensure quality administration and services provide by the on-site clinic, the District requested proposals for the clinic management. The request for proposal process followed the procedures and process as outlined in the District 622 Procurement Procedure Manual. The on-site clinic expenditures are currently paid out of the Self-Insurance Health Fund.

The District Insurance Committee has reviewed the proposals received from five vendors and evaluated them regarding provided scope of services, wellness initiatives and cost. The District Insurance Committee recommends remaining with HealthPartners as outlined in their proposal. The proposal consisted of maintaining the current annual fixed cost fees of \$240,000 for the next two years. The term of the agreement automatically renews annually on a year by year basis unless otherwise terminated. Either party may terminate the agreement for any reason by providing the other party written notice at least 90 days in advance.

Therefore, the Director of Human Resources recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District 622 that the School Board approves HealthPartners as the administrator for on-site clinic; for the period of July 1, 2017 through June 30, 2019. The fixed fees will remain at the current rate of \$240,000. The term of the agreement automatically renews annually on a year by year basis unless otherwise terminated. Either party may terminate the agreement for any reason by providing the other party written notice at least 90 days in advance.

MOTION:

SECOND:

## CONTRACT FOR DENTAL INSURANCE

Premiums for dental insurance provided by Delta Dental of Minnesota will remain the same effective July 1, 2017. The proposed retention contract guarantees the current composite rate of \$99.25 per month for a one year period of July 1, 2017 through June 30, 2018.

Therefore, the Director of Human Resources recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District 622 that the School Board approves a retention contract for employee dental insurance coverage with Delta Dental of Minnesota for one year premium of \$99.25 per month for the period of July 1, 2017 through June 30, 2018.